TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet]**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

RFP NUMBER	**TPT/2025/11/0014/110556/RFP - iCLM HQ 1041/TPT**
ISSUE DATE:	**24 November 2026**
COMPULSORY BRIEFING:	**02 December 2026 @ 13:00pm (MS Teams)**
CLOSING DATE:	**12 January 2027**
CLOSING TIME:	**13:00pm**
BID VALIDITY PERIOD:	**180 Business Days from Closing Date**

SUBMISSION TO: **Transnet e-tender submission portal – see SBD 1 for details**

PREQUALIFICATION CRITERIA – Technical eligibility criteria (Annexure B1)

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RFP FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES"), A DIVISION OF TRANSNET SOC LTD							
BID NUMBER:	**TPT/2025/11/0014/110556/RFP - iCLM HQ 1041/TPT**	ISSUE DATE:	**24 November 2026**	CLOSING DATE:	**12 January 2027**	CLOSING TIME:	**13:00 pm**
DESCRIPTION	PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS
(*please refer to section 2, paragraph 3 for a detailed process on how to upload submissions*): https://transnetetenders.azurewebsites.net

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Project Administrator**
TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**TPTSecuritytender@transnet.net**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.					
	TCP PIN		OR	CSD NO	

SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	**OR**	**BBEEE STATUS LEVEL SWORN AFFIDAVIT**	
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	.....	Date:	.....

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:_____

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**].

DESCRIPTION	**Provision of physical guarding security services (referred to as "Security Services") for Transnet SOC Ltd (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter Referred to as "TPT") at all Terminals (i.e. Richards Bay (including Kendal), Durban, Port Elizabeth (Including Lohatla), Ngqura, East London, Cape Town, and Saldanha for a period of two (2) years.**
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website only. If you receive tender adverts for Transnet in any other platform other than the ones mentioned, it is your duty to verify the authenticity, accuracy, latest updates and reliability of the information with the platforms mentioned. Should both of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the 'Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net
COMMUNICATION	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.

BRIEFING SESSION	Yes - Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: **TPTSecuritytender@transnet.net** This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	**12 January 2027 (Tuesday)** Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration. Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted. Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges. NB! In accordance with Section 217 of the Constitution, the Preferential Procurement Policy Framework Act (PPPFA), the Preferential Procurement Regulations, the Public Finance Management Act (PFMA), and applicable National Treasury Instructions, each bidder is **strictly permitted to submit only one proposal or offer per bid invitation**, unless expressly stated otherwise in the bid documents.
VALIDITY PERIOD	**180 - Business Days from Closing Date** Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

- A compulsory pre-proposal RFP briefing will be conducted on **MS Teams** on **02 December 2026,** at 13:00pm for a period of ± 3 hours.
- Attendance confirmation to be sent up to the 01 December 2026 at 16:00pm
- A maximum of two (2) representatives per company [Respondents are required to confirm their attendance via email to **TPTSecuritytender@transnet.net** and the invitation will be strictly sent to the confirmed attendees/companies].
- The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 PROPOSAL SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:
   a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
   b) Click on "ADVERTISED TENDERS" to view advertised tenders;
   c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
   d) to sign in if already registered;
   e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
   f) Submit bid documents by uploading them into the system against each tender selected.
   g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
   h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 CONDITIONS OF CONTRACT

4.1 Where Transnet has identified opportunities of economic transformation and empowerment, Transnet will incorporate a contractual obligation for the winning bidder to execute the identified transformation objective as a condition of contract.

4.2 Each bidder interested in participating in this tender should be cognisant that it is a condition of contract the winning bidder will be required to contract with Transnet on one or more of the following transformation initiatives:

a) Job creation and preservation

4.3 The successful bidder(s) will be required to meet the requirements of any condition stated in this section. **Failure to meet any of the conditions**, may result in the contract not being concluded between Transnet and the successful bidder.

5 RFP INSTRUCTIONS

5.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

5.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

5.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

5.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

6 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

7 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

7.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to TPTSecuritytender@transnet.net before 14 December 2026 at 12pm, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

7.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been

submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

7.3 After the closing date of the RFP, a Respondent may only communicate with the administrator via email on TPTSecuritytender@transnet.net on any matter relating to its RFP Proposal.

7.4 Respondents are to note that changes to its submission will not be considered after the closing date.

7.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

7.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

7.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

8 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

9 COMPLIANCE

The successful Respondent [hereinafter referred to as the [**Service provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

10 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

11 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

11.1 modify the RFP's Services;

11.2 award a contract in connection with this Proposal at any time after the RFP's closing date;

11.3 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;

11.4 split the award of the contract between more than one Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;

11.5 cancel the bid process;

11.6 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

11.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;

11.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

11.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

11.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

11.11 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.

11.12 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

12 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

13 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO



SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet Port Terminals (TPT), a division of Transnet SOC has, for an extended period, made use of multiple Security Service providers for the provision of physical guarding security services at the terminals. This is for the four (4) TPT regions, namely, Richards Bay, Durban, Eastern Cape and Western Cape.

The individual terminals serviced in these regions are the following:

- Richards Bay Dry-bulk and Multi-purpose Terminals (including Kendal Inland Terminal)
- Durban Terminals (Pier 1, Agri-bulk, Car and Multi-purpose Terminals)
- Cape Town Container and Multi-purpose Terminals
- Saldanha Iron Ore Bulk and Multi-purpose Terminals
- Ngqura Container Terminals
- Port Elizabeth Car, Container, Bulk and Multi-purpose Terminals (including Lohatla Inland Terminal)
- East London Car, Combi and Grain Elevator Terminals (including any "back of port" operation in place)

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Transnet Port Terminals nationally, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.

2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).

2.3 Transnet must receive proactive improvements from the Service provider with respect to provision of Services and related processes.

2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading-edge technology and service delivery systems.

2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.

2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

Refer to a detailed **Scope of Work attached as Annexure A**

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

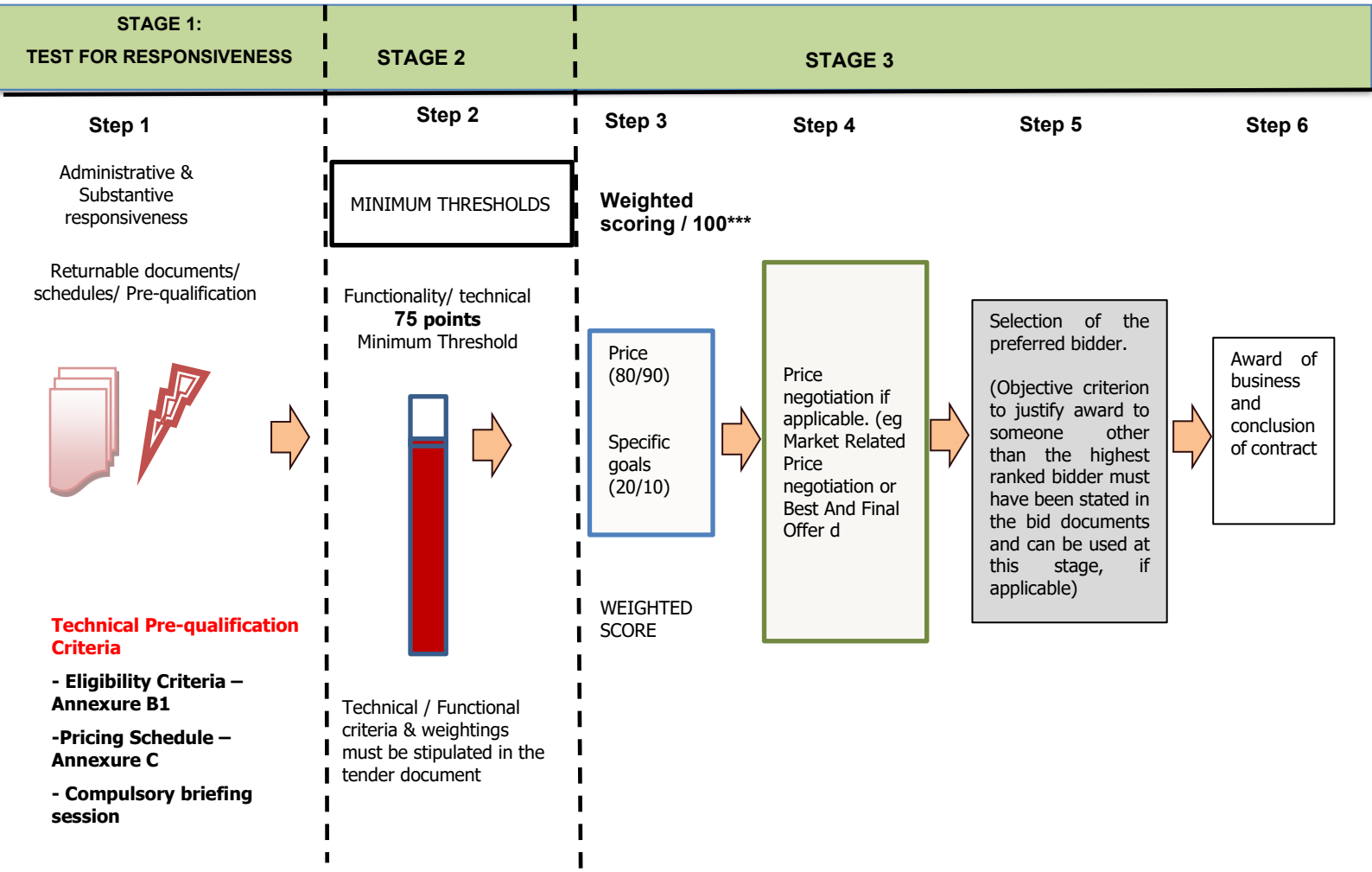
5 GENERAL SERVICE PROVIDER OBLIGATIONS

5.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

TRANSNET WILL UTILISE THE FOLLOWING METHODOLOGY AND CRITERIA IN SELECTING A PREFERRED SERVICE PROVIDER:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 **STEP ONE: Test for Administrative and Substantive Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	**RFP Reference**
• Whether the Bid has been lodged on time	*Section 1 paragraph 3*
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	*Section 5*
• Verify the validity of all returnable documents	*Section 5*
• Verify if the Bid document has been duly signed by the authorised respondent	*All sections*
• Whether any general and legislation qualification criteria set by Transnet, have been met	*All sections*
• Entity's financial stability	
Check for substantive responsiveness	**RFP Reference**
• Whether any general and legislation qualification criteria set by Transnet, have been met	*All sections including: Section 2 paragraphs, 2.2, 6, 11.2,* *General Bid Conditions clause 20*
• Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	*Section 4 -* ***Annexure C***
• Whether the Bid materially complies with the scope and/or specification given	*All Sections*
• Whether any Technical Pre-qualification Criteria/minimum requirements have been met as follows: - Bidder must submit certified copies of Directors' identity documents (South African Citizens only) not older than six (6) months from date of certification by the Commissioner of Oath. - Bidder must submit a valid PSIRA certificate and accreditation as a Security Service provider in terms of Section 20 of the Private Security Industry Regulatory Act. - Bidder must submit evidence that all Members, Directors, Partners, and Trustees of the Company are registered for PSIRA Grade A or B. PSIRA regulatory requirement for business registration. - Bidder must submit a valid Letter of good standing from PSIRA not older than three (3) months - Bidder must submit a valid Letter of good standing from COIDA, clearly registered for Security services.	*Section 3 – Scope of Work* ***Annexure* B1 – Eligibility Criteria**

- Bidder must submit a valid UIF compliance registration certificate and a valid UIF letter of good standing or current proof of contribution. - Bidder must submit SAPS criminal clearance certificates of all company Members/ Directors/Partners or Trustee's. It must not be older than twelve (12) months from date of issue. - Bidder must submit a valid proof of ICASA certificate/license for two-way radios used by the Service Provider in the performance of the Security Service, it must be licensed in terms of the provisions of the Independent Communications - Bidder must submit a Compulsory Briefing certificate as issued by Transnet sourcing specialist representing the employer, issued after the date of the compulsory briefing session. It must be signed and dated. - **Only Applicable to Kendal Inland terminal managed by Richards Bay Port Terminals** Bidder must submit proof of competency and certification for firearm and firearm handler as per firearm control Act 60, 2000. - **Only Applicable to Kendal Inland Terminal (managed by Richards Bay)** The bidder must submit proof that the bidder has a valid Licence in terms of the Performing Animal Protection Act, 1935 (Act 24 of 1935) to provide canine (K9) security services for the areas where dogs are required. If service is sub-contracted / outsourced, this must be indicated as such. - **Bidder must submit proof of** 1) Company appointed/contracted veterinary surgeon, feeding program (certified by a Veterinarian); 2) Copies of PSIRA certificates of dog handlers that will be used for this contract, including training certificates. Failure to submit such proof will result in disqualification from that terminal. **Only applicable to Kendal Inland Terminal managed by Richards Bay.**	

The test for responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

6.2 STEP TWO: Minimum Threshold 75 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Area	Category	Verification Model	Max. Category Score	Score Required	Score achieved	Score %
1.	**Experience:** Bidder to submit proof of appointment in a form of a letters of award, purchase orders or contracts **and** reference letters showing that the company has at least three years of uninterrupted relevant security experience in providing physical guarding security services with minimum total contract value of **R 5 million** for all projects combined. The contracts must be at least for security guarding of 24/7 operations with armed response support and or 24/7 security guarding services with 24/7 operational control room or control room support for sites.	**Contactable trade letter of award, purchase orders or Contracts and reference letters from current and previous clients confirming that the bidder has provided physical guarding services for a minimum of three years on the company letterhead and the letter must be signed.** **(a) Appointment & reference letters = 10 max. points:** 3 Appointment & reference letters = **10 max. points** 2 Appointment & reference letters = **07 points** 1 Appointment & reference letter = **05 points** 0 Appointment & reference letter = **0 points** **(b) Contract total Value Combined score = 10 max. points:** R10 000 001 and above = **10 max. points**; R5 000 000 – R10 000 000 = **05 points;**	**20**			

2.	Organizational structure and capacity: Bidder to submit company profile and management structure of company/organogram (National and Regional showing organizational structure and capacity to service Transnet.	Company Profile and Management Structure of Company/ Organogram (National & Regional): Company profile submitted = 6 points; Management Structure of Company/Organogram (Operational structure): Management Structure of Company/Organogram Operational structure submitted = 4 points; Total number of employees nationally and/or selected regional area - Letter of confirmation from PSIRA Letter of confirmation from PSIRA registration for security personnel = 2 points. **0 points** will be allocated for non–submission of any of the above documents.	**12**			
3.	**PPE requirement in terms of regulation 13 of the PSIRA, 2002**	**Bidder to submit proof of ownership/picture showing company security personnel wearing company branded uniform in possession of the mentioned equipment. Key security equipment's to be deployed on the project:** 1.Batons = **2 points**; 2.Torches = **2 points**; 3. Hand-Held Metal detectors = **2 points**; 4.Communication radios = **2 points;** 5. Hand Cuffs = **2 points**. **0 points** will be allocated for non–submission of any of the above documents.	**10**			

4.	**Bidder to submit a contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes and ad-hoc security arrangements:**	Contingency Plan outlining what the service provider will do in crisis situations such as staff **shortages, strikes and ad-hoc security arrangements.** 1. Contingency Plan/crisis plan/strikes plan/ ad hoc security arrangements plan – the plan must cover the below topics: **(10 max. points)**. Topics below. 1.1 Clear detailed Role and responsibilities of Managers/ supervisors and guards = **2 points**; 1.2 Detailed Process of implementing risk assessment plan developed responding to the emergency = **2 points;** 1.3 Detailed Process of responding to emergency/crisis and response strategy = **2 points;** 2 Provide a detailed Communication method, Command and Control crisis model = **2 points;** 3. Clear, detailed posting plan during festive seasons, election and Easter holidays = **2 points**. **0 points** will be allocated for non–submission of any of the above documents.	**10**			
5.	**Site and Operational Logbooks:**	Bidder to submit blank copies of: (a) Occurrence & Incident Book (OB) = **4 points**; (b) Pocket Book = **2 points**; (c) Visitor Register Book = **4 points;**	**10**			

		0 points will be allocated for non–submission of any of the above blank copies.				
6.	**Bidder to submit a Guarding, Asset Registers & Vehicle Logbook:**	**Bidder to submit blank copies of Guarding & Asset Registers:** (a) Duty Roster or Shift registers **= max. 6 points;** (b) Equipment Issue Register or Firearms issue register = **max. 2 points.** **0= points** will be allocated for non – submission of register copies. (Blank copies) **Vehicle Logbook & Leased Vehicles:** **Owned Vehicle Logbook:** 4 or more vehicles = **8 max. points**; 3 vehicles = 6 **points;** 2 vehicles = **4 points**; 1 vehicle = **2 points.** **Leased Vehicle, submit valid lease agreements and copy of vehicle registrations:** 4 or more vehicles leased = **4 max. points**; 3 vehicles leased = **3 points;** 2 vehicles leased= **2 points;** 1 vehicle leased = **1 point**. **0 points** will be allocated for non–submission of any of the above documents.	**14**			
7.	**Health and Safety.** Compliance with the Occupational Health and Safety Act 85 of 1993. **(Bidder to submit copies of current annual training plan, training**	**OHS Act Training.** OHS Act: Current Annual Training Plan (Include all legally required and operational training, such as: **= 4 points** • OHS Induction Training • First Aid Training (as per General Safety Regulations) • Fire Fighting Training • Evacuation Procedures • Incident Reporting Procedures	**10**			

	register and letters of appointment for each portfolio (SHEQ representatives, first aiders, fire safety officers and Accounting Officer/SHE legal appointment)	• Hazard Identification & Risk Assessment (HIRA) • PPE Usage and Maintenance • Emergency Preparedness) OHS Act: Current Training Register (SHE Rep/Manager and Company Director's signatures) **= 2 points** **Health and Safety representatives** **4 or more representatives (SHE Rep, First Aider, Basic Fire Fighter and Accounting Officer/SHE legal appointment) = 4 points** 3 representatives **= 3 points** 2 representatives **= 2 points** 1 representative **-=1 point** **0 points** will be allocated for non–submission of any of the above documents.				
8.	**Human Resources – People Management and Remuneration. (When bidders submit this information, they must observe and comply with POPIA Act)**	Compliance with all relevant South African labour legislation, sectoral determinations etc. **Bidder to submit:** **1. Copies of contracts per level** **2. Three (3) pay slips that clearly demonstrate key components such as normal working hours, overtime, Sunday work, and other relevant earnings.** **Employment contracts =** 3 contracts (Grade A, B and C) Contracts for all 3 grades **= 6 points** Contracts for 1 or 2 grades **= 2 points** **Pay slips with key components of the three (3)** employees above, not older than 3 months calculated from the date of the tender closing (Aligned with current PSIRA rates).	**14**			

		Pay slips for 3 employees (3 different grades) = **6 points** Pay slips for 2 employees (2 different grades) = **2 points**				
		Time and attendance register/system = **2 points** **0 points** will be allocated for non–submission of any of the above documents.				
	TOTAL		**100**	**75**		

A Respondent's compliance with the minimum technical threshold will be measured by their responses to Annexure B2.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Two] must be met or exceeded for a Respondent's Proposal to progress to Step Three of evaluation

6.3 **STEP THREE Evaluation and Final Weighted Scoring**

a) **Price and TCO Criteria** [Weighted score 80/90 points]:

Evaluation Criteria	**RFP Reference**
• Commercial offer	*Section 4*
• Commercial discounts[1] • Price adjustment conditions / factors	*Section 4*

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ OR } PS = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps = Score for the Bid under consideration
Pt = Price of Bid under consideration
Pmin = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20/10 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6.4 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	**Minimum Threshold**
Technical / functionality	75

Evaluation Criteria	**Final Weighted Scores**
Price and Total Cost of Ownership	80/90
Specific goals - Scorecard	20/10
TOTAL SCORE:	**100**

6.5 **STEP FOUR: Price Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN

[1] Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.6 **STEP FIVE: Objective Criteria**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:

- the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
- a due diligence to assess functional capability and capacity. This will include a site visit **(as per appendix 21)**
- A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
- Reputational and Brand risks
- Proof of Insurance to be provided within 7 working days after being awarded the contract.
- Ideally only one (1) Port will be awarded to a bidder, Port (Richards Bay (Including Kendal), Durban Port e.g. (DCT Pier 1, BBC, Agriport and RoRo), TPT Head Office, Port Elizabeth (Including Lohatla), Ngqura, East London, Cape Town, and

Saldanha), however Transnet reserves the right at its discretion to award more than one terminal to a single service provider, provided that the solution is aligned with Transnet's objective, that the solution is cost effective, and the bidder is the highest ranked. The sequence of awards is from Highest Port Value to Lowest Port Value. The values will be determined by the bids received as follows:

- The first sequenced award will be awarded to the highest ranked bidder.
- The second sequenced award will be awarded to the second highest ranked bidder, subject to the second highest ranked bidder not having been awarded the first sequenced award. In such an instance the award will be made to the second highest ranked bidder.
- The third sequenced award will be awarded to the third highest ranked bidder, subject to the third highest ranked bidder not having been awarded the first or second sequenced award. In such an instance the award will be made to the third ranked bidder that is neither the bidder to whom the first or second sequenced award were made.
- The fourth sequenced award will be awarded to the highest ranked bidder, subject to the highest ranked bidder not having been awarded the first, second or third sequenced award. In such an instance the award will be made to the next ranked bidder that is neither the bidder to whom the first, second or third sequenced award were made.
- The fifth sequenced award will be awarded to the highest ranked bidder, subject to the highest ranked bidder not having been awarded the first, second, third or fourth sequenced award. In such an instance the award will be made to the next ranked bidder that is neither the bidder to whom the first, second or third sequenced award were made.
- The sixth sequenced award will be awarded to the highest ranked bidder, subject to the highest ranked bidder not having been awarded the first, second, third, fourth or fifth sequenced award. In such an instance the award will be made to the next ranked bidder that is neither the bidder to whom the first, second, third, fourth or fifth sequenced award were made.

6.7 **STEP SIX : Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of

Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable.

- Alternatively, acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFP response and the Standard Terms and Conditions. This will be stated in the letter of award.

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-

(i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;

(ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;

(iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

b) Prices must be quoted in South African Rand excluding VAT.

c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.

d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.

e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following applicable price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

g) Bidder is required to complete all the line items within the Ports they are bidding for, and failure to complete all line items could result in disqualification

YES	

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFP and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
Is the Respondent *(Complete with a "Yes" or "No")*					
A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.					

No	**Name of Entity / Business**	**Role in the Entity / Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

2. **PRICE REVIEW**

The successful Respondent(s) [the Service provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3. SERVICE LEVELS

3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.

3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

3.5 The Service provider must provide a telephone number for customer service calls.

3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES		**NO**	

4. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

4.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of transportation Services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES		**NO**	

If "yes", please specify details in paragraph 6.2 below.

4.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

_____

_____

5. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

5.1 **Quality and specification of Services delivered:**

_____

_____

5.2 **Continuity of supply**:

_____

_____

5.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**

_____

_____

SIGNED at _____ on this _____ day of _____ 20

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We_____

[name of entity, company, close corporation or partnership] of *[full address]*

_____

_____

carrying on business trading/operating as _____

represented by_____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to provide the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

(i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);

(ii) General Bid Conditions; and

(iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.
Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:
Name of Entity:

_____

Facsimile:

_____

Address:

_____

_____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome

of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

_____

_____

_____

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.***
Returnable Documents Used for Scoring	***Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.***
Essential Returnable Documents	***Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail***

	to submit the requested documents, this may result in a Respondent's disqualification.

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents,** and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	**SUBMITTED [Yes/No]**
SECTION 4: Pricing and Delivery Schedule	
SECTION 10: Certificate of attendance of compulsory RFP Briefing	
Eligibility Criteria – Annexure B1 - Bidder must submit certified copies of Directors' identity documents (South African Citizens only) not older than six (6) months from date of certification by the Commissioner of Oaths	
Bidder must submit a valid PSIRA certificate and accreditation as a Security Service provider in terms of Section 20 of the Private Security Industry Regulatory Act.	
Bidder must submit evidence that all Members, Directors, Partners, and Trustees of the Company are registered for PSIRA Grade A or B. PSIRA regulatory requirement for business registration.	
Bidder must submit a valid Letter of good standing from PSIRA not older than three (3) months	
Bidder must submit a valid Letter of good standing from COIDA, clearly registered for Security services.	
Bidder must submit a valid UIF compliance registration certificate **and** a valid UIF letter of good standing or current proof of contribution.	
Bidder must submit SAPS criminal clearance certificates of all company Members/ Directors/Partners or Trustee's. It must not be older than twelve (12) months from date of issue	
Bidder must submit a valid proof of ICASA certificate/license for two-way radios used by the Service Provider in the performance of the Security Service, it must be licensed in terms of the provisions of the Independent Communications	

MANDATORY RETURNABLE DOCUMENTS	**SUBMITTED [Yes/No]**
Bidder must submit a Compulsory Briefing certificate as issued by Transnet sourcing specialist representing the employer, issued after the date of the compulsory brieifng session. It must be signed and dated.	
Only Applicable to Kendal Inland terminal managed by Richards Bay Port Terminals Bidder must submit proof of competency and certification for firearm and firearm handler as per firearm control Act 60, 2000.	
Only Applicable to Kendal Inland Terminal (managed by Richards Bay) The bidder must submit proof that the bidder has a valid Licence in terms of the Performing Animal Protection Act, 1935 (Act 24 of 1935) to provide canine (K9) security services for the areas where dogs are required. If service is sub-contracted / outsourced, this must be indicated as such.	
Bidder must submit proof of (1) Company appointed/contracted veterinary surgeon, feeding program (certified by a Veterinarian); (2) Copies of PSIRA certificates of dog handlers that will be used for this contract, including training certificates. **Failure to submit such proof will result in disqualification from that terminal. Only applicable to Kendal Inland Terminal managed by Richards Bay.**	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	**SUBMITTED [Yes or No]**
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
SECTION 11: Job-Creation Schedule	

RETURNABLE DOCUMENTS USED FOR SCORING	**SUBMITTED [Yes or No]**
Appendix 13 - Experience	
Appendix 14 - Organizational structure and capacity.	
Appendix 15 - PPE requirement in terms of regulation 13 of the PSIRA, 2002	
Appendix 16 - Contingency Plan	
Appendix 17 - Site and Operational Logbooks	
Appendix 18 - Guarding & Asset Registers & Vehicle Logbook	
Appendix 19 - Health and Safety	
Appendix 20 - Human Resources – People Management and Remuneration.	

c) Essential Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents** with their RFP and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	**SUBMITTED [Yes or No]**
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
Appendix 21 - Site Visit - Checklist	
Appendix 22 – Insurance cover	
Appendix 23 - Locations where physical guarding services is required.	
SARS Tax Pin Certificate	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract

[**the Agreement]** and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20_

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: RFQ DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;

2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];

3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;

5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;

6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;

7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

   FULL NAME OF OWNER/MEMBER/DIRECTOR/
   PARTNER/SHAREHOLDER/EMPLOYEE: ADDRESS:

   _____

   _____

Indicate nature of relationship with Transnet:

_____

_____

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

10. PURPOSE OF THE FORM

10.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

10.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

11. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

11.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

11.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

11.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

11.3.1 If so, furnish particulars:

……

……

11.4 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

11.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

12 DECLARATION

I,……..,the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

13.1 I have read and I understand the contents of this disclosure;

13.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

13.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

13.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

13.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

13.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

13.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.
I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

[2] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

13 BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

_____

_____

DATE OF BREACH:_____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: iCLM HQ/1041

RFP deadline for questions / RFP Clarifications: Before 14 December 2026

TO:	Transnet SOC Ltd
ATTENTION:	The Tender Administrator
EMAIL	**TPTSecuritytender@transnet.net**
DATE:	_____
FROM:	_____
	_____

RFP Clarification No *[to be inserted by Transnet]* .....

REQUEST FOR RFP CLARIFICATION

_____

_____

_____

_____

_____

_____

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SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Either the 80/20 or 90/10 preference point system will Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in Transnet preferential procurement policy.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**20**
B-BBEE Level 1 or 2	**10**
Job creation	**10**
Total points for Price and Specific Goals must not exceed	**100**

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**10**
B-BBEE Level 1 or 2	**5**
Job creation	**5**
Total points for Price and Specific Goals must not exceed	**100**

1.4 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"Ownership"** means 51% black ownership

(e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents

(i) **"Price"** includes all applicable taxes less all unconditional discounts.

(j) **"Proof of B-BBEE Status Level of Contributor"**

i) the B-BBBEE status level certificate issued by an authorised body or person;

ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

iii) any other requirement prescribed in terms of the B-BBEE Act.

(k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

(m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20) or (90/10)
B-BBEE Level of contributor (1 or 2)	10/05
Job creation	10/05
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVEDINCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	Section 11 - Job Creation Schedule Returnable documents

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	**B-BBEE Certificate & Sworn Affidavit**
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency

	Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]
EME[3]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

6.1 B-BBEE Status Level of Contribution: Level 1 or 2. = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor……

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:…….

8.2 VAT registration number:…….

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Service provider
- Other Service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS……..

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]* attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on _____2026

_____	_____
TRANSNET'S REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE _____	DATE _____
	EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

SECTION 11: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	**Total number of new jobs**	**Total rand value of new jobs created**

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	**Total rand value of new jobs**
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.:

Year 1	**Q1**	**Q2**	**Q3**	**Q4**
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	**Q1**	**Q2**	**Q3**	**Q4**
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

SECTION 12: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any

information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		**NO**	

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

iCLM HQ 1041/TPT - PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

1.1 Transnet is the largest and most crucial part of the freight logistics chain that delivers goods to each South African. Every day Transnet delivers thousands of tons of goods around South Africa, through its pipeline and both to and from its ports. It moves cargo onto ships for exports while it unloads from overseas. Our vision and mission is to be a focused Freight Transport Company, delivering integrated, efficient, safe, reliable, and cost-effective services to promote economic growth in South Africa. Transnet operates as an integrated freight company, formed around a core of seven (7) Operating Divisions (OD) that complement each other. Transnet is made up of the following ODs:

- Transnet Freight Rail (TFR also known as TFROC),
- Transnet Engineering (TE),
- Transnet National Port Authority (TNPA),
- Transnet Port Terminals (TPT)
- Transnet Rail Infrastructure Management (TRIM)
- Transnet Property (TP)
- and Transnet Pipelines (TPL).

1.2 Transnet Port Terminals (TPT) as a division of Transnet SOC has for an extended period, made use of multiple Security Service providers for the provision of physical guarding security services at our terminals. This is for the four (4) regions of TPT namely, Richards Bay, Durban, Eastern Cape and Western Cape.

1.3 The individual terminals serviced in these regions are the following:

- Richards Bay Dry-bulk and Multi-purpose Terminals (including Kendal Inland Terminal)
- Durban Terminals (Pier 1, Agri-bulk, Car and Multi-purpose Terminals)

- Cape Town Container and Multi-purpose Terminals
- Saldanha Iron Ore Bulk and Multi-purpose Terminals
- Ngqura Container Terminals
- Port Elizabeth Car, Container, Bulk and Multi-purpose Terminals (including Lohatla Inland Terminal)
- East London Car, Combi and Grain Elevator Terminals (including any "back of port" operation in place)

1.4 It is the intention of this tender to continue outsourcing the security services in this manner for the period mentioned above. TPT's underlying objective is to ensure cost effective and reliable security services, which will adequately address the security risk, needs and exposures.

1.5 TPT intend to appoint one (1) service provider per Port (Richards Bay (Including Kendal), Durban Port e.g. (DCT Pier 1, BBC, Agriport and RoRo), Head Office, Port Elizabeth (Including Lohatla), Ngqura, East London, Cape Town, And Saldanha),

1.6 Ideally only one (1) Port will be awarded to a bidder, however Transnet reserves the right at its discretion to award more than one terminal to a single service provider, provided that the solution is aligned with Transnet's objective, that the solution is cost effective, and the bidder is the highest ranked.

1.7 Split award per Port i.e. award a contract to 8 service providers, each allocated Ports as follows:

a) TPT Head office

b) Durban Port Terminals e.g. (DCT Pier 1, BBC, Agriport and RoRo)

c) Richards Bay Port Terminals (including Kendal)

d) East London Port Terminals

e) Port Elizabeth Port Terminals (including Lehatla)

f) Ngqura Port Terminals

g) Cape Town Terminals

h) Saldanha Port Terminals

2. EXECUTIVE OVERVIEW

2.1 As the service provider of a critical service (i.e. Security of the Ports) to Transnet Port Terminals, the selected service provider(s) will share in the mission and business objectives of TPT. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service Provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TPT to reach higher levels of quality, service and customer satisfaction.

2.2 Specifically, TPT seeks to benefit from this partnership in the following ways:

2.2.1 Provide TPT with Security Services that is consistent and reliable and will remain at a high level of service satisfaction levels.

2.2.2 TPT must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.

2.2.3 TPT must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service Provider(s).

2.2.4 TPT must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.

2.2.5 TPT's overall competitive advantage must be strengthened by the chosen Service Provider's leading-edge technology and service delivery systems.

2.2.6 TPT end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations, and substitutions.

3. SCOPE OF WORK REQUIREMENTS

3.1 General Requirements

TPT would like to elicit responses from Security Service Providers who have expertise in providing security services listed below, but not limited to these:

3.1.1 Advice on perimeter security, access control, alarms (intruder detection), surveillance, physical security requirements, and asset protection, but not limited to these;

3.1.2 Provide first class customer's service to any visitors coming onto TPT properties;

3.1.3 Prevent crime at all TPT facilities through pro-active measures such as searching, patrols, static deployments and identity verification;

3.1.4 Respond to, and report incidents (inclusive of the use of any mobile electronic incident reporting application that Transnet may introduce or use);

3.1.5 Arrest and handover criminal violators to SAPS;

3.1.6 Protect TPT assets and information and check credentials of people and vehicles entering and leaving Transnet premises;

3.1.7 Maintain order and protect TPT's customers, staff and property, including traffic control as and when required;

3.1.8 Conduct security checks over specified areas;

3.1.9 Assist in conducting risk assessments and develop appropriate risk mitigation measures to target identified risks;

3.1.10 To take charge of keys, ensuring that they are kept securely and issuing them to authorized people in accordance with instructions;

3.1.11 Adherence to Transnet health and safety policies and procedures;

3.1.12 Utilising available technology and conducting regular patrols to ensure protection of Transnet assets from theft and damage;

3.1.13 As and when a need arises due to operational needs, emergency, and unforeseen circumstances, services as defined in this SOW may be required on an ad-hoc basis and must be catered for.

3.1.14 Canine (K9) Operations, where specified.

3.1.15 Appointment and availability of a Security Supervisor to oversee daily operations, ensure compliance with contract requirements, manage deployed personnel, and act as the point of contact for TPT representatives;

3.1.16 Deployment of **Ad-hoc Sniffer Dogs** for specialised operations including explosive or narcotic detection, based on situational or operational requirements.

3.1.17 Provision of **firearms**, including **shotguns**, for deployment in **high-risk areas**, subject to the following requirements:

a) All firearms must be legally licensed in accordance with applicable firearms legislation and registered under the name of the service provider.

b) Security personnel deployed with firearms must be in possession of valid competency certificates and permits (e.g., SAPS Firearm Competency Certificate and Business Purpose Firearm License).

c) Firearms may only be carried by personnel who are trained, certified, and authorized to use them in a professional and lawful manner.

d) Shotguns may be required in specified high-risk or critical operational zones as determined by TPT's security risk assessments.

e) Firearms must be securely stored, transported, and maintained in line with legal and safety requirements.

f) Detailed records of firearm issuance, use, and incident reporting must be maintained and made available to TPT upon request.

g) The use of firearms must be governed by clear rules of engagement and standard operating procedures approved by TPT and compliant with South African law.

3.2 Eligibility Criteria

Bidders will need to comply with all the eligibility criteria that are necessary to establish whether bidders are in accordance with set conditions/regulatory compliance. In respect of Security Services, the following eligibility criteria have been set:

3.2.1 Bidder must submit certified copies of Directors' identity documents (South African Citizens only) not older than six (6) months from date of certification by the Commissioner of Oath

3.2.2 Bidder must submit a valid PSIRA certificate and accreditation as a Security Service provider in terms of Section 20 of the Private Security Industry Regulatory Act.

3.2.3 Bidder must submit evidence that all Members, Directors, Partners, and Trustees of the Company

are registered for PSIRA Grade A or B. PSIRA regulatory requirement for business registration.

3.2.4 Bidder must submit a valid Letter of good standing from PSIRA not older than three (3) months

3.2.5 Bidder must submit a valid Letter of good standing from COIDA, clearly registered for Security services.

3.2.6 Bidder must submit a valid UIF compliance registration certificate **and** a valid UIF letter of good standing or current proof of contribution.

3.2.7 Bidder must submit SAPS criminal clearance certificates of all company Members/ Directors/Partners or Trustee's. It must not be older than twelve (12) months from date of issue.

3.2.8 Bidder must submit a valid proof of ICASA certificate/license for two-way radios used by the Service Provider in the performance of the Security Service; it must be licensed in terms of the provisions of the Independent Communications

3.2.9 Bidder must submit a Compulsory Briefing certificate as issued by Transnet sourcing specialist representing the employer, issued after the date of the compulsory briefing session. It must be signed and dated.

3.2.10 **Only Applicable to Kendal Inland terminal managed by Richards Bay Port Terminals**

Bidder must submit proof of competency and certification for firearm and firearm handler as per firearm control Act 60, 2000.

3.2.11 **Only Applicable to Kendal Inland Terminal (managed by Richards Bay)**

The bidder must submit proof that the bidder has a valid Licence in terms of the Performing Animal Protection Act, 1935 (Act 24 of 1935) to provide canine (K9) security services for the areas where dogs are required. If service is sub-contracted / outsourced, this must be indicated as such.

3.2.12 **Only applicable to Kendal Inland Terminal (managed by Richards Bay).**

Bidder must submit proof of

(1) Company appointed/contracted veterinary surgeon, feeding program (certified by a veterinarian);

(2) Copies of PSIRA certificates of dog handlers that will be used for this contract, including training certificates.

3.3 Security Officer Requirements

TPT requires the prospective service providers to provide a security solution that combines security officers, relevant technology (i.e. guard monitoring systems, smart phones, digital radios, biometric identification systems, etc.) in the market today and related equipment. The security solutions are sought or already in place, at various TPT sites across the country. The use of technology/digital devices is a requirement at certain deployment areas. As such, the Contractor will be required to recruit personnel with the necessary skills and knowledge to operate these devices in the field. The following grades of security officers are required:

3.3.1 **Security Officer Grade A** means an employee who performs any or more of the following duties:

3.3.1.1 Assuming responsibility of all staff under his/her control;

3.3.1.2 Assisting in the screening of candidates for employment;

3.3.1.3 Assuming responsibility for staff training, on-the job observations and awareness sessions for Grade B officers;

3.3.1.4 Guarding or protecting goods and Transnet assets;

3.3.1.5 Required to drive a motor vehicle in the performance of any or all of the employer's duties; and

3.3.1.6 Required to conduct Security Risk & Threat Assessments and Incident Investigations.

3.3.2 **Security Officer Grade B** means an employee who performs any or more of the following duties:

3.3.2.1 Supervising the duties performed by security officers under his/her control;

3.3.2.2 Instructing security officers to execute legal / official instructions given in the course of executing their functions;

3.3.2.3 Perform on the job training/mentoring of security officers at Grade C;

3.3.2.4 Perform planned job observations to ensure that officers under his/her control execute their functions as per site instructions/standard operating procedures;

3.3.2.5 To monitor and enforce legal compliance in terms of terminal health and safety requirements;

3.3.2.6 Ensure transportation of security officers to and from the Terminal Port;

3.3.2.7 Ensure that shift compliments as required by the contract/task order is met and pre-deployment inspections on officers on parade are conducted; and

3.3.2.7 All incidents must be reported, responded to and investigated as per site instructions/standard operating procedures.

3.3.3 **Security Officer Grade C** means an employee who performs any one or more of the following duties:

3.3.3.1 Performing foot patrol duties;

3.3.3.2 Performing access and egress control duties;

3.3.3.3 Guarding or protecting Transnet's people, assets (including physical infrastructure), visitors and Customer's cargo;

3.3.3.4 Who may be called upon to perform any or all the duties of a security officer;

3.3.3.5 Perform traffic management duties within Transnet controlled area, when required; and

3.3.3.6 Reporting and recording all incidents around their area of deployment immediately as per site instructions/standard operating procedures.

3.3.4 **The Prospective Service Provider Must Be Able To:**

3.3.4.1 Provide all security officers and supervision necessary for the proper, efficient and economic performance of the required Security Service and shall ensure that such performance is carried out in such a way that it will enable TPT to secure its assets, infrastructure, employees and all TPT's authorised third parties within the Sites, third party property and information;

3.3.4.2 Provide the necessary standard security equipment which, at all times, shall be clean and in good working order and/or good condition, including but not limited to patrol clocking/guard monitoring devices, handcuffs, batons, radios, pocketbooks, visitors' register, declaration register, key register, lost and found register, occurrence books, pens, torches, reflector jackets and site specific personal protective equipment to enable security officers to perform their duties.

3.3.4.3 All original pages of books, registers or other documents used in the supply of the Security Service(s) shall immediately after they are full become the property of TPT, and shall be handed to TPT, against a signature recording receipt, for safe keeping and record purposes. TPT reserves the right to provide its own stationery to the Service Provider for such use on its Sites.

3.3.4.4 Demonstrate that all security officers are registered with PSIRA, and prospective service providers may only employ and post South African citizens or persons who have permanent resident status in South Africa, for the performance of Security Services.

3.3.4.5 Certified copies of the relevant certificates/documentary evidence shall be submitted by the Service Provider to TPT as proof of the security officers' registration with PSIRA and other relevant authorities, on or before the start of the contract.

3.3.4.6 Provide current non-criminal clearances (automated fingerprint identification) for each security officer to be deployed by the Service Provider to all Sites. In this regard the Service Provider shall provide such certification on the following basis:

3.3.4.6.1. The only acceptable certification will be that which has been issued by an official service provider appointed by the SAPS for the provision of this service, or by the SAPS.

3.3.4.6.2. Each certificate is valid for 12 (twelve) months only, where after it must be renewed prior to the expiry date of any such existing certification for a security officer.

3.3.4.7 All costs to produce non-criminal clearance certificates shall be borne by the Service Provider.

3.3.4.8 Conduct polygraph examination on an as-needed basis; The cost associated with the polygraph examinations will be borne by the Service Provider.

3.3.4.9. The polygraph examiner used must meet the following criteria:

3.3.4.10. Must be registered with a South African Polygraphy body that is registered/affiliated.

3.3.4.11. Should the polygraph examination indicate "deceit", then the security officer in question will be removed from site.

3.3.4.12 When required to carry firearms by TPT (certain ad-hoc emergency services), the Service Provider shall only deploy such security officers required to carry firearms who are licensed to do so in terms of the Firearms Control Act, 60 of 2000.

3.3.4.13 Preferred bidders will be subjected to a security screening/vetting process by the State Security Agency. These companies must fully cooperate with the Agency and be willing to implement measures as recommended by the Agency for the successful execution of the contract.

3.3.4.14 The State Security Agency (SSA) may also from time to time require security officers who are deployed at the South African Ports to undergo a security screening process. In such cases the Service Provider will cooperate with TPT to provide the necessary information pertaining to the security officers in question, as required by SSA, to perform this security screening exercise.

3.3.4.15. The Service Provider shall obtain and ensure that it remains in place for the duration of the contract. All Risk Asset Insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance and adequacy will be the responsibility of the Service Provider. The Service Provider shall, for the duration of this Agreement, be required to have and maintain in force such comprehensive All Risk Asset Insurance cover for its performance under the Agreement. In addition, the Service Provider shall obtain and ensure remains in place for the duration of the contract General Public Liability insurance with the minimum level of cover being R30 million per incident.

3.3.4.15.1. The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any fraudulent act of, or omission by, the Service Provider or its Personnel in connection with this Agreement or any applicable law pertaining to such security services. Neither Party shall exclude or limit the liability to the other for:

a) Death or personal injury due to negligence; or

b) Fraud or theft

3.3.4.15.2. The Service Provider shall ensure that:

a) For the duration of the contract, the insurance cover required under this clause remains valid and in place.

b) At bidding stage, Service Provider will provide commitment that this requirement will be fulfilled.

c) Provide a valid letter of intent, from an insurance company OR proof of an existing insurance if a bidder already has the required insurance, covering the above-stipulated insurance requirements.

d) Proof of Insurance to be provided within 7 working days after being awarded the contract. To ensure compliance with paragraph (a), the contractor will provide proof on a quarterly basis to the designated Transnet representative.

3.4 Fitness for Duty Requirements

3.4.1 The prospective Service Provider will be responsible for all its employees to be deployed to TPT's Sites to undergo **annual** medical examinations and shall be declared "fit for duty" by a registered Occupational Health Practitioner.

3.4.2 The medical examination will be as prescribed in each of TPT site-specific medical examinations based on the Occupational Risk Exposure Profile (OREP) for security officers deployed at a specific Site. No Security Officer may be deployed on site without a valid "fitness for duty" certificate.

3.4.3 In the event that security officers are recruited with a valid "fitness for duty" certificate that complies fully to the terminal OREP requirements, then this would be accepted by TPT as part of the individual site file for security officers deployed on site.

3.5 Training Requirements

3.5.1 Prospective Service Providers must be able to provide TPT with necessary proof of the qualifications of, and the training undergone by all the security officers, before TPT shall permit the Service Provider to commence with the Security Service(s) and the deployment of its security officers. Acceptable proof of qualification shall be:

3.5.2 An NQF or equivalent qualification (as specified by PSIRA) or proof of relevant experience;

3.5.3 Valid PSIRA training certificate for the Grades A, B, or C (as applicable to the specific site requirements);

3.5.4 Registration with PSIRA ("new" certificate);

3.5.5 Proof that the security officer has undergone ISPS Code training (SASSETA Unit standards 242834 and 252174) from a Department of Transport accredited training institution. Details of these service providers will be supplied on request;

3.5.6 All Supervisors and nominated first aiders must be trained on first aid (level 1 to 3)-Valid certificates must be submitted to TPT Security;

3.5.7 All Supervisors and security officers deployed at sites where alco-breathalyser machines are in use, must be trained in the use thereof;

3.5.8 Security officers nominated to perform duties as fire fighters must receive fire-fighting training, valid certificates must be submitted to TPT Security;

3.5.9 Proof of SASSETA training relating to firearms to be provided to TPT, upon its specific request.

3.5.10 Service Providers will be required to ensure that its security officers undergo retraining/refresher training as may be required by applicable legislation and/or every 6 (six) months in a particular year or at such intervals as may be agreed upon between the Service Provider and TPT, from time to time.

3.5.11 All training and re-training requirements associated with this Agreement shall be for the account of the Service Provider.

3.5.12 Before any security officer commences with his or her duties, he or she must attend a compulsory site induction course, arranged by TPT, which is intended to acquaint each security officer with the safety requirements, security site instructions and the operational environment at the terminal. The Service Provider shall be responsible for the remuneration of its security officers during their attendance at such an induction session.

3.6 Identification Requirements

3.6.1 The security officers need to comply with the identification requirements of TPT.

3.6.2 Identification for the purpose of this tender include but is not limited to:

3.6.2.1 a standard uniform, as agreed upon between the Parties, which shall consist of at least the following:

3.6.2.1.1 In the case of male security officers:

- security combat wear includes shirt, pants, socks, safety boots, belt, cap, baton, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit, beanie, as and when required; and
- corporate wear of the Service Provider, if so, required by TPT, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by TPT.

3.6.2.1.2 In the case of female security officers:

- Security combat wear includes pants, shirts, safety boots, baton, cap, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, beanie, warm weather coat and a full-length rain suit as and when required; and
- corporate wear of the Service Provider, if so, required by TPT, must include a blazer, tie, skirt, blouse, jersey, trousers, stockings, shoes, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by TPT;

3.6.2.2 a reflector jacket with the Service Provider's name on the front and back, which is to be issued to all security officers, unless otherwise specified by TPT; and

3.6.2.3 bullet-proof vests (SABS approved) whenever security officers are issued with firearms, or if otherwise directed to do so by TPT.

3.6.2.4 uniform of the security officers must comply with the requirements in terms of regulation 13 of

the Private Security Industry Regulations, 2002 and any supplementary directives issued by PSIRA from time to time.

3.6.3 Security officers must be issued with an identity disc, tag or other equipment prescribed by TPT which will contain the following information in respect of the Service Provider's security officers:

3.6.3.1 a recent colour photograph of the relevant security officer;

3.6.3.2 the name of the security officer on the identification badge must be visible and legible at all times;

3.6.3.3 the identity number, PSIRA registration number and grade of the security officer;

3.6.3.4 the name and logo of the Service Provider; and

3.6.3.5 the name of the Terminal of TPT, where deployed.

3.6.3.6 The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her valid PSIRA ID card, or as otherwise agreed by TPT.

3.7 Handheld Two-Way Radio Requirements

3.7.1 The Service Provider must provide handheld two-way radio sets with panic button linked to armed response team at the Service Provider's costs for in case of emergencies, which shall have an adequate range to ensure, as far as is practically possible, good communication between any two points within an area on the Site of TPT where the Service is provided. Radios used will be exposed to the elements in an industrial environment and should be able to operate under these conditions.

3.7.2 The Service Provider shall at its own cost supply a radio base set, to be installed in the Security Control Room of TPT, as well as a list of the call signs, which shall enable direct communication between the Service Provider's security officers and the Service Provider's Operations/Control Room.

3.7.3 It is required that the service provider must have a dedicated frequency assigned to his company to prevent any interference from other sites that uses the same frequency in the area.

3.7.4 The Service Provider shall take the necessary steps to prevent radio transmissions on or near TPT's premises to cause interference with, or block reception by, radio systems used by TPT or any other Division or Business Units of Transnet and commercial shipping operators.

3.7.5 Under no circumstances shall the Service Provider operate any radio equipment on TPT's premises without obtaining the prior written authority from the Transnet Freight Rail Signal Department, as appropriate, details of which shall be provided to the Service Provider upon request.

3.7.6 All radio equipment used by the Service Provider in the performance of the Security Service must be licensed in terms of the provisions of the Independent Communications Authority of South Africa ("ICASA").

3.7.7 The Contractor will be responsible for the maintenance/repairs of these devices for the duration

of the contract. Should it be necessary to remove any device off-site for repairs, the Contractor will supply a replacement hand-held radio for the duration of the repair.

3.8 Requirements for Road Motor Vehicles

3.8.1 Where required by TPT, the Service Provider shall provide comprehensively insured roadworthy and licensed motor vehicle(s) to TPT for roving patrols, security duties and/or prevention of and response to incidents.

3.8.2 The motor vehicle(s), and driver(s) shall be made available to be an onsite response service to TPT. The monthly cost for the vehicle shall include the fuel cost. All the vehicles must be fitted with tracking device, produce a tracking report with detailed information and demonstrate usage evidence-based documents to support the claims every month or on an ad-hoc basis.

3.8.3 The motor vehicle(s), shall only be driven by drivers who hold valid, unendorsed and appropriate code licences and shall always carry their driver's licence on their person when driving the motor vehicle(s). The Supervisor for the site may also be the driver of the onsite response vehicle.

3.8.4 The Service Provider will only be allowed to transport security officials in a closed top vehicle fitted with seat and seatbelts, when a vehicle is used to assist with the posting of security officials to their deployment areas. Should a LDV type vehicle be used for this purpose, then the vehicle must be fitted with a canopy for the protection of the security officials, seats and seatbelts for their safety.

3.8.5 The Service Provider shall ensure that vehicle logbooks and pre-trip inspection checklists are kept with all vehicles and are completed correctly and fully on a per shift basis. TPT may at any given time request the Service Provider to provide such logbooks for inspection purposes.

3.8.6 Maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance") of the motor vehicle(s) including all adjustments necessary to keep the motor vehicle(s) in a roadworthy and operational condition shall be provided by the Service Provider at its own cost.

3.8.7 Maintenance records for the vehicles provided in terms of this Agreement shall be made available to TPT by the Service Provider whenever such request is made by TPT.

3.8.8 The Service Provider's logos are to be prominently displayed on both front doors of its motor vehicles as a minimum, or as agreed with TPT.

3.8.9 Amber/white rotating light(s) Marked Security shall be fitted to the roof of the vehicle when it is used within the confines of the terminal to assist in the identification of the vehicle when operated in proximity of heavy machinery and cargo handling equipment.

3.8.10 The Service Provider must have contingency plans in place and ready to activate in cases of vehicle breakdowns, in for service and any non-compliance found on the vehicles utilised in the terminal port.

3.8.11. All vehicles must be fitted with two-way security radios that must be able to communicate effectively with the control room and officers on site (where necessary) or supply alternative method of communication that is effective and reliable for use in the vehicles.

3.8.12. Service providers to immediately clean any spills or contamination caused by their vehicles at their own cost, and to ensure that all vehicles comply with site safety requirements and do not create operational hazards or obstructions.

3.9 Requirements for Guard Monitoring System

3.9.1. Must be a GPS, RFID & GSM-enabled hand-held device offering real-time personnel monitoring.

3.9.2. User -friendly, tamper-proof, and waterproof to withstand conditions of labour-intensive industrial industries.

3.9.3. Have built-in panic and distress functions.

3.9.4. Automated reports and statistical analysis, patrol reports and deviations identified to be generated and emailed to the TPT supplied email address as per SLA.

3.9.5. Be able to do site, route, patrol and user set-up and configuration.

3.9.6. 24/7 customer support service from the supplier of the system. The Contractor to have a back-to-back agreement/contract in place with the supplier, including the maintenance of the system.

3.9.7. The system must give hourly alerts to patrollers.

3.10 Requirements for the Provision of Dogs (As and When Required by the Business Unit)

TPT would like to elicit responses from Security Service Providers who have an expertise in providing Canine (K9) Security services, which is defined as the provision of graded security guards who, in addition to normal guarding functions, have been trained to render security services with specially trained dogs. Canine Security Services would be used primarily as part of the crime prevention initiative and as part of the Physical Guarding service category. The service providers would further be required to have kennelling facilities, veterinary services and similarly related services required to maintain the health of the dogs

3.10.1 Guard/Patrol dogs shall only be of a specified breed (i.e. Doberman, Rottweiler or German Shepherd), which shall be duly trained to perform duties as a guard/patrol dog. Dogs shall be free of contagious diseases, certified as such by a registered veterinary surgeon. A certified copy of such certificate shall be made available to TPT, if the Service Provider is requested to do so.

3.10.2 Guard/Patrol dogs must be trained to protect their handlers, to intercept perpetrators of crime and to be alert for intruders in their patrol areas. The guard/patrol dogs shall be required to be a deterrent to criminal elements and shall be trained to overcome obstacles such as steps, 1 (one) metre high walls and be able to crawl underneath low objects.

3.10.3 Guard/Patrol dogs shall be trained to obey not more than one handler and shall only be under his/her control. Guard/Patrol dogs shall always be under supervision of the handler whilst on duty.

3.10.4 The age of the guard/patrol dog shall not exceed 6 (six) years.

3.10.5 Guard/Patrol dogs shall always be properly kennelled, groomed and fed, to maintain them in a good state of health, when not deployed on site.

3.10.6 The Service Provider shall ensure that fresh water as well as equipment like leads, water bowls, choke chains and combs are always available and ensure that the premises and kennels are kept clear of dog faeces.

3.10.7 A qualified dog handler shall always handle guard/patrol dogs. A certified copy of the certificate indicating that the dog handler has successfully passed the training course in the effective handling of a guard/patrol dog, shall be made available to TPT where TPT deems it fit to do so.

3.10.8 The Service Provider must always comply with the requirements as contemplated in the Performing Animals Protection Act, 24 of 1935 and Animals Protection Act, 71 of 1962.

3.11 Administrative/Management Support Requirements

3.11.1 Transnet seeks to appoint service providers who have the capability and capacity to provide various security services for Static Physical Guarding. This discipline refers to the guarding of TPT's facilities and this will be accomplished by way of deploying service providers who have expertise and a track record in the services which are explained below. These services will be allocated and managed per port. To this end, it is expected that the service provider will have the company Head Office or Branch Office in the city/town where he/she intends to render the service.

3.12 Branch Office/s Location

3.12.1 A Branch office is an office that serves a certain geographic or demographic area to expand the access of customer services and other services available, beyond the Head Office. It also allows the company to have presence in more provinces than just the one where the Head Office is located.

3.12.2 The Tenderer shall maintain a permanent and fully operational office within the geographical area for which the services are to be rendered;

3.12.2.1 Select/tick below the city/town in which your company currently has the Head Office and or branch offices,

Office/s Location					
Richards Bay		**Port Elizabeth / Ngqura**		**Northern Cape (Lohatla)**	
Durban		**CapeTown**		**Witbank (Kendal)**	
East London		**Saldanha**			

3.12.3 Kindly take note that, in the event of your company being short-listed, TRANSNET will be conducting its due diligence evaluation on your company based on the locations you have indicated, hence the areas that have been selected must have existing facilities and be operational.

3.13 Required Security Services

3.13.1 In order to equip the facilities with optimum security and minimise incidents and possible losses, TPT has identified the services below which are essential to fulfil this objective. As a minimum, TPT will require Physical Guards across all its facilities but in addition specialised Canine (K9) services will be required to cater for the unique security needs of specific sites. Armed escort services may be required during the contract period. However, this would be of an ad-hoc/emergency nature, depending on the risk the business faces and is excluded from this Scope of Work.

3.14 Physical Guarding (Unarmed)

3.14.1 TPT would like to elicit responses from Security Service Providers who have expertise in providing Physical Guarding Security Services, which is defined as the supply of graded guards positioned at different static locations with the sole purpose to guard and protect TPT's assets and property, supported by appropriate technologies. These technologies are currently Transnet owned and operated. In the Transnet context, Physical Security Services includes the following subcategories: access and egress control, foot patrols, mobile patrols, guarding of Port terminals including the facilities and goods in the terminals. At some terminals guards would also be expected to perform traffic control in times of peak traffic and congestion. Potential Service Providers who can provide un-armed guarding will be considered to provide the required services.

3.15 Service Continuity Obligations

3.15.1 The Service Provider shall maintain uninterrupted guarding services at all designated Transnet Port Terminals, including during emergencies, strikes, or unforeseen disruptions.

3.15.2 100% of guard complement must be available at all times, with contingency staff on standby.

3.16 Emergency Response & Contingency Staffing.

3.16.1 The Service Provider shall establish and maintain a contingency roster of trained personnel to be deployed in the event of absenteeism, industrial action, or sudden demand surges.

3.16.2 Guards must be cross trained to cover multiple posts to ensure flexibility during emergencies.

3.17 Business Continuity Planning (BCP)

3.17.1 The Service Provider shall develop, implement, and regularly update a Business Continuity Plan specific to Transnet Port Terminals.

3.17.2 The BCP must cover:

3.17.2.1 Natural disasters (floods, fires, extreme weather etc.)

3.17.2.2 Civil unrest or protest action

3.17.2.3 Power outages and IT system failures

3.17.2.4 Pandemic or health-related disruptions

3.17.3 The plan must be submitted to Transnet for review and approval annually.

3.17.4 The BCP blueprint provided which guides on minimum information that must be included in the BCP

3.18 Redundancy & Backup Measures

3.18.1 The Service Provider shall maintain redundancy in all critical communication systems, including but not limited to radios, mobile devices, and control room connectivity, to ensure uninterrupted operational capability.

3.18.2 Backup power sources must be available to sustain operations during outages.

3.19 Reporting & Compliance

3.19.1 The Service Provider shall provide monthly reports on contingency readiness, including staff availability, equipment functionality, and BCP updates.

3.19.2 Non-compliance with contingency obligations may result in penalties or contract termination.

3.20 Force Majeure & Recovery

3.20.1 In the event of force majeure, the Service Provider shall immediately notify Transnet and activate recovery measures outlined in the BCP.

3.20.2 Recovery timelines must be clearly defined.

3.21 Coordination with Transnet

3.21.1 The Service Provider shall coordinate with Transnet's internal security, emergency services, and port operations teams to ensure integrated response during disruptions.

3.21.2 Joint exercises shall be scheduled to align contingency protocols.

SCOPE OF REQUIRED RESOURCES AND EQUIPMENT

Respondents are required to read the tables below in conjunction with the requirements set out above:

HEAD OFFICE	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Sun)	6
Grade B: Night Shift (Mon to Sun)	5
Grade C: Day Shift (Mon to Sun)	5
Grade C: Night Shift (Mon to Sun)	5
Base Radio per month	2
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Handheld radios per month	12 (for all posts + patrols)
Torches per month	10
SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit (with hoodies)	

DURBAN (Point) MULTI-PURPOSE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	2
Grade A: Night Shift (Mon to Sun)	2
Grade B: Day Shift (Mon to Sun)	11
Grade B: Night Shift (Mon to Sun)	10
Grade C: Day Shift (Mon to Sun)	11
Grade C: Night Shift (Mon to Sun)	11
Handheld radios per month	22
Torches per Month	18
Handheld Metal Detectors	6
On Site Response vehicle per month	1
Spotlight for vehicle per month	1
Lifejackets (SAMSA Approved) Once off delivery	3 (per shift)
SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	

Reflective Vest/Jacket
Waterproof Rain suit

DURBAN CAR TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	3
Grade A: Night Shift (Mon to Sun)	2
Grade B: Day Shift (Mon to Sun)	2
Grade B: Night Shift (Mon to Sun)	2
Grade C: Day Shift (Mon to Sun)	54
Grade C: Night Shift (Mon to Sun)	54
Handheld radios per month	47
Torches per Month	47
On Site Response vehicle per month	1
Lifejackets (SAMSA Approved)	3 (per shift)
SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Reflective Vest/Jacket (with Velcro cover strips over zipper)	
Waterproof Rain suit	
FOLLOWING REQUIREMENTS FOR THE CAR TERMINAL ONLY NB: *All garments/uniform and clothing worn at the Car Terminal must be "scratch-proofed"*	
Cotton hand protection gloves (no rings allowed on fingers)	
Belt buckle covers	
Watch cover	

DURBAN - MAYDON WHARF MULTI-PURPOSE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	1
Grade A: Night Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	10
Grade C: Night Shift (Mon to Sun)	11
Handheld radios per month	11
Base Radio per month	1
Torches per month	10
On Site Response vehicle per month	1
SITE-SPECIFIC SHEQ REQUIREMENTS *(with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped boots	
Hardhat	
Reflective Jacket	
Safety Eyewear	
Waterproof Rain suit	
Dust masks (FFP3 with valve)	

DURBAN - MAYDON WHARF AGRI-BULK	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Fri)	1
Grade C: Day Shift (Mon to Sun)	7
Grade C: Night Shift (Mon to Sun)	5
Handheld radios per month	6
Torches per month	5
SITE-SPECIFIC SHEQ REQUIREMENTS *(with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped boots	
Hardhat	
Reflective Jacket	
Safety Eyewear	
Waterproof Rain suit	
Dust masks (FFP3 with valve)	

DURBAN CONTAINER TERMINAL - PIER 1	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	2
Grade A: Night Shift (Mon to Sun)	2
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	34
Grade C: Night Shift (Mon to Sun)	34
Handheld radios per month	18
Torches per month	18
Base Radio per month	1
On site Response vehicle per month	1
Cell phone (smart phone)	1
Life jackets	6
SITE-SPECIFIC SHEQ REQUIREMENTS *(with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit with hood and reflective strip	

CAPE TOWN CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	35
Grade C: Night Shift (Mon to Sun)	31
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Handheld radios per month	19
Torches per month	21
SITE-SPECIFIC SHEQ REQUIREMENTS *(with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit (with hoodies)	
Dust masks (cartridge type) this need not be issued as a standard	

CAPE TOWN MULTI-PURPOSE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	15
Grade C: Night Shift (Mon to Sun)	14
Base Radio per month	1
Handheld radios per month	11
Torches per month	10
SITE-SPECIFIC SHEQ REQUIREMENTS *(with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit (with hoodies)	
Dust masks (cartridge type) this need not be issued as a standard	

SALDANHA IRON ORE TERMINAL INCL. TIPPLER 3	
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment
Grade B: Day Shift (Mon to Sun)	5
Grade B: Night Shift (Mon to Sun)	5
Grade C: Day Shift (Mon to Sun)	31
Grade C: Night Shift (Mon to Sun)	31
Posting Vehicle (Transporting Officers to and from Terminal) IOT & MT Combined per shift	1
On site Roving Supervisor with Patrol and response vehicle per shift (IOT & MPT combined) with spotlight/emergency roving lights per shift	2
Guard Monitoring & patrol Device per month	15
SITE-SPECIFIC SHEQ REQUIREMENTS *(with Company insignia)*	
Standard two-piece uniform (males and females) As per par. 3.6 requirements (Maximum of 2 sets per guard)	
Steel toe-capped safety boots per guard	
Torches, Pepper spray, Handcuffs with pouch and keys, Baton with holder per guard	
Hardhat per guard and Cotton hand protection gloves per guard (with rubber on the inside of the hands- no rings allowed on fingers when using the gloves)	

Reflective Vest/Jacket per guard
Waterproof Rain Suit with hoodies (not raincoats) per guard
Dust masks per guard
Ear Plugs per guard
Safety Glasses per guard

PORT ELIZABETH MULTI-PURPOSE AND CAR TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade C: Day Shift (Mon to Sun)	16
Grade C: Night Shift (Mon to Sun)	16
Handheld radios per month	13
Torches per month	13
Guard Monitoring System	3-foot patrol routes
SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket (with Velcro cover strips over zipper)	
Waterproof Raincoat/Rain suit	
Dust masks	
FOLLOWING REQUIREMENTS FOR THE CAR TERMINAL ONLY NB: *All garments/uniform and clothing worn at the Car Terminal must be "scratch-proofed"*	
Cotton hand protection gloves (no rings allowed on fingers)	
Belt buckle covers	
Watch cover	

NORTHERN CAPE, LOHATLA (Managed by Port Elizabeth)	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade C: Day Shift (Mon to Sun)	2
Grade C: Night Shift (Mon to Sun)	2
Handheld radios per month	2
Torches	2
Cell phone	1
SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*	
Standard corporate uniform (males and females)	
Reflective Vest/Jacket	
Safety shoes	
Hard hat	

Dust mask
Waterproof Rain suit

PORT ELIZABETH CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	9
Grade C: Night Shift (Mon to Sun)	9
Handheld radios per month	8
Torches per month	7
Base Radio per month	1
On site Response vehicle per month	1
Guard Monitoring System	1-foot patrol routes
Company Cellular Phone	1
SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers – Formal and combat	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit	
Dust masks	

EAST LONDON (MULTI-PURPOSE, BULK AND CAR TERMINALS)	
MAGISTERIAL AREA (PSIRA) 2	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	20
Grade C: Night Shift (Mon to Sun)	21
Handheld radios per month	24
Torches per month	23
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Guard Monitoring System	4-foot patrol routes
Company Cellular Phone (smart phone)	1

SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*
Standard two-piece combat uniform (males and females) i.e. trousers/skirts
Steel toe-capped safety boots
Hardhat
Reflective Vest/Jacket (with Velcro cover strips over zipper)
Waterproof Rain suit
Dust masks
FOLLOWING REQUIREMENTS FOR THE CAR TERMINAL ONLY NB: *All garments/uniform and clothing worn at the Car Terminal must be "scratch-proofed"*
Cotton hand protection gloves (no rings allowed on fingers)
Belt buckle covers
Watch cover

NGQURA CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	16
Grade C: Night Shift (Mon to Sun)	16
Handheld radios per month	14
Torches per month	16
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Guard Monitoring System	3 patrol routes
Company Cellular Phone	1
SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit	
Dust masks	

RICHARDS BAY TERMINAL (MPT and DBT)	
MAGISTERIAL AREA (PSIRA) 3	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	1
Grade A: Night Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	66
Grade C: Night Shift (Mon to Sun)	66
Handheld radios per month	66
On site Response vehicle per month	2
Spotlight for vehicle per month	2
Base Radio per month	2
Torches per month	66
Cellular phone (smart phone)	2
Security Patrol dogs	2
SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)	
Standard two-piece combat uniform (males and females) i.e. Combat for all operational areas and "Corporate" attire for admin security (i.e. 4 officers)	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit	
Dust masks	

MPUMALANGA, KENDAL (Managed by Richards Bay)	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade C: Day Shift (Mon to Sun)	2
Grade C: Armed, Day Shift (Mon to Sun)	2
Grade C: Night Shift (Mon to Sun)	2
Grade C: Armed, Night Shift (Mon to Sun)	2
Handheld radios per month	4
Torches	4
Security Patrol Dog	1
SITE-SPECIFIC SHEQ REQUIREMENTS (*with Company insignia)*	
Standard two-piece combat uniform (males and females)	
Reflective Vest/Jacket	
Safety shoes	
Hard hat	

Dust mask
Waterproof Rain suit

5. GENERAL SERVICE PROVIDER OBLIGATIONS

5.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service Provider(s) must comply with the requirements stated in this RFP.

	TENDER NUMBER: iCLM HQ iCLM HQ 1041/TPT DESCRIPTION: PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.			
Item	**Requirements**	**Required Response**	**Bidders Response**	**Evidence required**
1	Bidder must submit certified copies of Directors' identity documents (South African Citizens only) not older than six (6) months from date of certification by the Commissioner of Oath	**Yes** or **No**		**If yes**, the bidder must provide Director (s) certified ID copies by the Commissioner of Oaths; failure to do so will invalidate the submisssion. Submit as a mandatory returnable document. It is a requirement as Transnet may conduct an independent vetting with SAPS or SASSA security agencies. **If "No", or Failure to submit such proof will result in immediate disqualification**
2	Bidder must submit a valid PSIRA certificate and accreditation as a Security Service provider in terms of Section 20 of the Private Security Industry Regulatory Act.	**Yes** or **No**		**If yes**, the bidder must provide a service provider's valid PSIRA certificate. Submit as a mandatory returnable document. **If "No", or Failure to submit such proof will result in immediate disqualification**
3	Bidder must submit evidence that all Members, Directors, Partners, and Trustees of the Company are registered for PSIRA Grade A or B. PSIRA regulatory requirement for business registration.	**Yes** or **No**		**If Yes:** Bidders must provide proof of PSIRA credentials for each Member, Director, Partner, Trustee of the Company. Bidder to submit as mandatory returnable document. **If "No", or Failure to submit such proof will result in immediate disqualification**
4	Bidder must submit a valid Letter of good standing from PSIRA not older than three (3) months	**Yes** or **No**		**If Yes:** Bidders must submit a valid PSIRA letter of Good Standing. Submit as a mandatory returnable document. If "No", or Failure to submit such proof will result in immediate disqualification
5	Bidder must submit a valid Letter of good standing from COIDA, clearly registered for Security services.	**Yes** or **No**		**If Yes:** Bidders must submit a valid letter from COIDA confirming good standing. Bidder to submit as mandatory returnable document. **If "No", or Failure to submit such proof will result in immediate disqualification**
6	Bidder must submit a valid UIF compliance registration certificate **and** a valid UIF letter of good standing or current proof of contribution.	**Yes** or **No**		**If Yes:** Bidders must submit a valid signed/stamped letter from UIF confirming compliance registraton certificate **and** a valid UIF letter of good standing or current proof of contribution . Bidder to submit as mandatory returnable document. **If "No", or Failure to submit such proof will result in immediate disqualification**
7	Bidder must submit SAPS criminal clearance certificates of all company Members/ Directors/Partners or Trustee's. It must not be older than twelve (12) months from date of issue.	**Yes** or **No**		**If Yes:** Bidder must provide a SAPS clearance certificate for all Company Directors and/or Members. The extent of the clearance must be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001. **If "No", or Failure to submit such proof will result in immediate disqualification**
8	Bidder must submit a valid proof of ICASA certificate/license for two-way radios used by the Service Provider in the performance of the Security Service, it must be licensed in terms of the provisions of the Independent Communications	**Yes or No**		**If Yes:** Bidder to submit a valid proof of ICASA certificate / license for two-way radios issued in terms of the Electronic Communications Act. **If "No", or Failure to submit such proof will result in immediate disqualification**
9	Bidder must submit a Compulsory Briefing certificate as issued by Transnet sourcing specialist representing the employer, issued after the date of the compulsory brieifng session. It must be signed and dated.	**Yes or No**		**If Yes:** Bidder must provide proof of compulsory briefing certificate as issued by Transnet and completed by the authorised signatory. **If "No", or Failure to submit such proof will result in immediate disqualification**
10	**Only Applicable to Kendal Inland terminal managed by Richards Bay Port Terminals** Bidder must submit proof of competency and certification for firearm and firearm handler as per firearm control Act 60, 2000.	**Yes** or **No**		**If Yes:** Bidder must provide proof of competency and certification for firearm and firearm handler as per firearm control Act 60, 2000 **If "No", or Failure to submit such proof will result in immediate disqualification**
11	**Only Applicable to Kendal Inland Terminal (managed by Richards Bay)** The bidder must submit proof that the bidder has a valid Licence in terms of the Performing Animal Protection Act, 1935 (Act 24 of 1935) to provide canine (K9) security services for the areas where dogs are required. If service is sub-contracted / outsourced, this must be indicated as such.	**Yes** or **No**		If **Yes**, Bidder must submit a valid Licence in terms of the Performing Animal Protection Act, services referred to as canine (K9). Submit as a mandatory returnable document. **If "No", or Failure to submit such proof will result in immediate disqualification**
12	**Bidder must submit proof of** (1) Company appointed/contracted veterinary surgeon, feeding program (certified by a Veterinarian); (2) Copies of PSIRA certificates of dog handlers that will be used for this contract, including training certificates. **Failure to submit such proof will result in disqualification from that terminal. Only applicable to Kendal Inland Terminal managed by Richards Bay.**	**Yes** or **No**		If **Yes**, Bidder must provide proof in relation to point (1) confirmation from the contracted vertinary detailing contract obligations of veterinary to the security company and valid PSIRA certifcates for handlers that will be used in the execution of this contract, including training certificates. **If "No", or Failure to submit such proof will result in immediate disqualification**

TRANSNET

TECHNICAL EVALUATION

Transnet Port Terminals (TPT) will undertake a desktop technical evaluation using the tables below to score prospective security service providers. Bidders must achieve a minimum score of 75% overall.

Due diligence, which include a site visit, will only be conducted with the preferred bidders before award, to establish if their indicated offices meet the minimum TPT standards for an operational security office.

Over and above the technical evaluation to be undertaken an additional evaluation will be included for bidders tendering for sites where Canine (K9) Services are required.

Technical Evaluation Technical

Evaluation

(Phase 1: Desktop Evaluation)

Area	Category	Category Score	Score Required	Score achieved	Score %
1	Experience	20			
2	Organizational structure and capacity.	12			
3	PPE requirement in terms of regulation 13 of the PSIRA, 2002	10			
4	Contingency Plan	10			
5	Site and Operational Logbooks	10			
6	Guarding & Asset Registers & Vehicle Logbook	14			
7	Health and Safety.	10			
8	Human Resources – People Management and Remuneration.	14			
	TOTAL	100	75		

The Desktop Technical evaluation criteria are as follows:

Area	Category	Verification Model	Max. Category Score	Score Required	Score achieved	Score %
1.	**Experience:** Bidder to submit proof of appointment in a form of a Letters of award, purchase orders or contracts **and** reference letters showing that the company has at least three years of uninterrupted relevant security experience in providing physical guarding security services with minimum total contract value of **R 5 million** for all projects combined. The contracts must be at least for security guarding of 24/7 operations with armed response support and or 24/7 security guarding services with 24/7 operational control room or control room support for sites.	**Contactable trade letter of award, purchase orders or contracts and reference letters from current and previous clients confirming that the bidder has provided physical guarding services for a minimum of three years on the company letterhead and the letter must be signed.** **(a) Appointments & reference letters = 10 max. points:** 3 Appointments & reference letters = **10 max. points** 2 Appointments & reference letters = **07 points** 1 Appointment & reference letter = **05 points** 0 Appointment & reference letter = **0 points** **(b) Contract total Value Combined score = 10 max. points:** R10 000 001 and above = **10 max. points**; R5 000 000 – R10 000 000 = **05 points;**	**20**			
2.	**Organizational structure and capacity:**	**Company Profile and Management Structure of Company/ Organogram (National & Regional):**	**12**			

	Bidder to submit company profile and management structure of company/organogram (National and Regional showing organizational structure and capacity to service Transnet.	Company profile submitted = **6 points**; **Management Structure of Company/Organogram (Operational structure):** Management Structure of Company/Organogram Operational structure submitted = **4 points**; **Total number of employees nationally and/or selected regional area - Letter of confirmation from PSIRA** Letter of confirmation from PSIRA registration for security personnel = **2 points.** **0 points** will be allocated for non–submission of any of the above documents.				
3.	**PPE requirement in terms of regulation 13 of the PSIRA, 2002**	**Bidder to submit proof of ownership/picture showing company security personnel wearing company branded uniform in possession of the mentioned equipment. Key security equipment's to be deployed on the project:** 1.Batons = **2 points**; 2.Torches = **2 points**; 3. Hand-Held Metal detectors = **2 points**; 4. Communication radios = **2 points;** 5. Hand Cuffs = **2 points**. **0 points** will be allocated for non–submission of any of the above documents.	**10**			
4.	**Bidder to submit a contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes and ad-hoc security arrangements:**	Contingency Plan outlining what the service provider will do in crisis situations such as staff **shortages, strikes and ad-hoc security arrangements.** 1. Contingency Plan/crisis plan/strikes plan/ ad hoc security arrangements plan – the plan must	**10**			

		cover the below topics: **(10 max. points)**. Topics below. 1.1 Clear detailed Role and responsibilities of Managers/ supervisors and guards = **2 points**; 1.2 Detailed Process of implementing risk assessment plan developed responding to the emergency = **2 points;** 1.3 Detailed Process of responding to emergency/crisis and response strategy = **2 points;** 2. Provide a detailed Communication method, Command and Control crisis model = **2 points;** 3. Clear, detailed posting plan during festive seasons, election and Easter holidays = **2 points**. **0 points** will be allocated for non–submission of any of the above documents.				
5.	**Site and Operational Logbooks:**	Bidder to submit blank copies of: (a) Occurrence & Incident Book (OB) = **4 points**; (b) Pocket Book = **2 points**; (c) Visitor Register Book = **4 points; 0 points will be allocated for non–submission of any of the above blank copies.**	**10**			
6.	**Bidder to submit a Guarding, Asset Registers & Vehicle Logbook:**	**Bidder to submit blank copies of Guarding & Asset Registers:**	**14**			

		(a) Duty Roster or Shift registers **= max. 6 points;** (b) Equipment Issue Register or Firearms issue register = **max. 2 points.** **0= points** will be allocated for non – submission of register copies. (Blank copies) **Vehicle Logbook & Leased Vehicles: Owned** **Vehicle Logbook:** 4 or more vehicles = **8 max. points**; 3 vehicles = 6 **points;** 2 vehicles = **4 points**; 1 vehicle = **2 points.** **Leased Vehicle, submit valid lease agreements and copy of vehicle registrations:** 4 or more vehicles leased = **4 max. points**; 3 vehicles leased = **3 points;** 2 vehicles leased= 2 **points;** 1 vehicle leased = **1 point**. **0 points** will be allocated for non–submission of any of the above documents.				
7.	**Health and Safety.** Compliance with the Occupational Health and Safety Act 85 of 1993. **(Bidder to submit copies of current annual training plan, training register and letters of appointment for each portfolio (SHEQ representatives, first aiders, fire safety officers and Accounting Officer/SHE legal appointment)**	**OHS Act Training.** OHS Act: Current Annual Training Plan (Include all legally required and operational training, such as: **= 4 points** • OHS Induction Training • First Aid Training (as per General Safety Regulations) • Fire Fighting Training • Evacuation Procedures • Incident Reporting Procedures • Hazard Identification & Risk Assessment (HIRA) • PPE Usage and Maintenance • Emergency Preparedness) OHS Act: Current Training Register (SHE Rep/Manager and Company Director's signatures) **= 2 points**	**10**			

		Health and Safety representatives **4 or more representatives (SHE Rep, First Aider, Basic Fire Fighter and Accounting Officer/SHE legal appointment) = 4 points** 3 representatives **= 3 points** 2 representatives **= 2 points** 1 representative **-=1 point** **0 points** will be allocated for non–submission of any of the above documents.				
8.	**Human Resources – People Management and Remuneration. (When bidders submit this information, they must observe and comply with POPIA Act)**	Compliance with all relevant South African labour legislation, sectoral determinations etc. **Bidder to submit:** **1. Copies of contracts per level** **2. Three (3) pay slips that clearly demonstrate key components such as normal working hours, overtime, Sunday work, and other relevant earnings.**	**14**			
		Employment contracts = 3 contracts (Grade A, B and C) Contracts for all 3 grades **= 6 points** Contracts for 1 or 2 grades **= 2 points**				
		Pay slips with key components of the three (3) employees above, not older than 3 months calculated from the date of the tender closing (Aligned with current PSIRA rates). Pay slips for 3 employees (3 different grades) = **6 points** Pay slips for 2 employees (2 different grades) = **2 points**				
		Time and attendance register/system = **2 points** **0 points** will be allocated for non–submission of any of the above documents.				
	TOTAL		**100**	**75**		

Minimum qualifying score is 75 points. Failure to obtain 75 out of 100 will render the bid not to be further evaluated.

Respondents are to note that Transnet will round off final technical scores to the nearest two decimal points for the purposes of determining whether the technical threshold has been met. Respondents to submit supporting documentation to assist the evaluators in scoring. Failure to provide adequate and relevant supporting document will result in a low score, or a zero score, due to lack of evidence or supporting documents.

Site Visit Checklist (Site Inspections prior to award)

Please take note that no time will be granted to collect documents from other sites or departments.

Successful service providers may be re-evaluated at least once a year without prior notice to ensure continuity.

Transnet will evaluate any regional offices of the service provider at any time without prior notice.

Legend	***I** – Inadequate*	***A** - Adequate*	***N** – No*	***Y**- Yes*

Balanced Score Card

CATEGORY	*Yes*	*No*	*Remarks*
Infrastructure – General			
Infrastructure – Administration (Pay roll, HR)			
Infrastructure –Offices			
Infrastructure – Operations			
Infrastructure – Communications			
Motorised vehicles			
Operational Control Room			
Training Capability			
Occupational Health and Safety			
Administration			
OHS Incident Investigation and Recording			
Human Resources			
Uniform and Safety Equipment			
Technology			
Capacity and utilisation of technology			
Canine (K9)			

This table is for information purposes only and will not be scored – all to complete.

Organisational Structure and Capability		
Management structure of company	(organogram)	
Regional Structure of company	(organogram)	
Total number of employees nationally/provincially		
Total number of management nationally/ provincially		Ratio: Supervisors / Guards Minimum 1: 10
Total number of supervisors nationally/ provincially		
Total number of guards nationally/ provincially		

Part One

Infrastructure – General			
Administrative	**Yes/No**		**Remarks**
Proof of Lease/ Ownership	N (0)	Y (1)	
Reception	N (0)	Y (1)	
Financial Department	N (0)	Y (1)	
Human Resources Department	N (0)	Y (1)	
Support Services/Admin	N (0)	Y (1)	
Logistics Department	N (0)	Y (1)	
Offices	**Yes/No**		**Remarks**
Meeting room / area	N (0)	Y (1)	
Toilets /Dressing rooms	N (0)	Y (1)	
Equipment storeroom	N (0)	Y (1)	
Stock (uniform, PPE)	N (0)	Y (1)	
Score obtained (max 10) – required score 8/10			

Additional Notes/Comments

Infrastructure – Operations			
Communications	**Yes/No**		**Remarks**
Landline/ reliable office number	N (0)	Y (1)	
Dedicated e-mail	N (0)	Y (1)	
Emergency / Hotline	N (0)	Y (1)	Number:
ADSL /4G/LTE/HSDPA/Fibre connectivity	N (0)	Y (1)	
VHF / UHF Radio base station units	N (0)	Y (1)	State quantity
VHF / UHF Radio Mobile (Vehicle) units	N (0)	Y (1)	State quantity
VHF / UHF Radio Portable (Handheld) units	N (0)	Y (1)	State quantity
Own Radio frequencies (not shared)	N (0)	Y (1)	
ICASA certificate	N (0)	Y (1)	
Operational mobile phones (on contract)	N (0)	Y (1)	State quantity
Score obtained (max 10) – required score 8/10			

Additional Notes/Comments

Motorised vehicles		Yes/No		Remarks
Type of vehicle (owned/leased in company name)	LDV	N (0)	Y (1)	
	Sedan	N (0)	Y (1)	
	Minibus	N (0)	Y (1)	
General condition: Roadworthy and licensed		N (0)	Y (1)	
Identifiable (company logo / detail)		N (0)	Y (2)	
Maintenance schedule		N (0)	Y (1)	
Business Continuity vehicles (Plan)		N (0)	Y (2)	
Vehicle inspections		N (0)	Y (1)	
Score obtained (max 10) – required score 8/10				

Additional Notes/Comments

Operational Control Room	Yes/No		Remarks
Geographical maps (electronic GIS maps also acceptable)	N (0)	Y (2)	
Control Room inventory	N (0)	Y (1)	
Emergency telephone numbers	N (0)	Y (1)	
Firefighting equipment	N (0)	Y (1)	
First Aid Kit	N (0)	Y (1)	
Control documentation/registers	N (0)	Y (1)	
24-hour manned	N (0)	Y (1)	
Is relief staff available in case of emergencies	N (0)	Y (1)	
Training / Competency of Ops Room Controller	N (0)	Y (1)	
Occurrence Book (electronic OB also acceptable)	N (0)	Y (1)	
Filing system	N (0)	Y (1)	
Access control to Control Room and register	N (0)	Y (1)	
Contingency plans (File)	N (0)	Y (1)	
CCTV Surveillance System	N (0)	Y (1)	
Burglar alarm/panic system	N (0)	Y (1)	
GPS vehicle tracking of company vehicles	N (0)	Y (1)	
Real Time Monitoring	N (0)	Y (1)	

Operational Control Room	**Yes/No**		**Remarks**
Back-up power/UPS	N (0)	Y (1)	
Additional implementation of technology	N (0)	Y (1)	
Score obtained (max 20) – required score 16/20			

Additional Notes/Comments

Training Capability	**Yes/No**		**Remarks**
Registered as a training service provider	N (0)	Y (1)	
Training facilities	N (0)	Y (1)	
Annual training plan	N (0)	Y (1)	
Management training	N (0)	Y (1)	
Supervisory training	N (0)	Y (1)	
Specialised training	N (0)	Y (1)	
Frequency and type of re-training	N (0)	Y (1)	
Induction training to all new employees	N (0)	Y (1)	
Do you have additional training? If so, what training?	N (0)	Y (1)	
Employee training files/record keeping	N (0)	Y (1)	
(Should external training facilities/companies be used, attach Memorandum of Agreement and all respective training service providers' documentation, certificates, accreditation etc.)			
Score obtained (max 10) – required score 8/10			

Additional Notes/Comments

Occupational Health and Safety			
Administration	**Yes/No**		**Remarks**
OHS Act prominently displayed/available	N (0)	Y (1)	

Occupational Health and Safety			
Safety policy	N (0)	Y (1)	
SHEQ representative trained & register completed	N (0)	Y (1)	
Previous Site-Specific Risk Assessments	N (0)	Y (1)	
OHS Act Incident Investigation & Recording	**Yes/No**		**Remarks**
Recording of all incidents	N (0)	Y (1)	
Investigation of incidences and findings including recommendations	N (0)	Y (2)	
Incidents discussed at SHEQ meetings	N (0)	Y (1)	
Trained medical first aids responder	N (0)	Y (2)	
Score obtained (max 10) – required score 8/10			

Additional Notes/Comments

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Uniform and Safety Equipment	**Yes/No**		**Remarks**
Storeroom for Uniforms	N (0)	Y (2)	
Shirt / blouse	N (0)	Y (1)	
Pants / Trouser / Skirt	N (0)	Y (1)	
Belt	N (0)	Y (1)	
Boots / Safety Boots / Shoes	N (0)	Y (1)	
Socks/Stockings	N (0)	Y (1)	
Company insignia – clearly visible	N (0)	Y (2)	
Cold weather jacket / jersey	N (0)	Y (1)	
Raincoat	N (0)	Y (1)	
Reflective vest / jacket	N (0)	Y (2)	
Identity card	N (0)	Y (2)	
Baton	N (0)	Y (1)	
Whistle	N (0)	Y (1)	
Handcuffs and Keys	N (0)	Y (1)	
Pocket book and pen	N (0)	Y (2)	
Score obtained (max 20) – required score 16/20			

Additional Notes/Comments

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Technology			
Capacity and Utilisation of technology	**Yes/ No**		**Remarks**
Research and Development capacity / security expert	N (0)	Y (2)	
Guards off site patrol monitoring system	N (0)	Y (2)	
Systems in place to analyse crime/crime patterns	N (0)	Y (1)	
Use of Biometric systems	N (0)	Y (1)	
Use of specialised security equipment e.g. (night sights)	N (0)	Y (1)	
Use of electronic systems to capture information	N (0)	Y (1)	
Use of digital communication platforms.	N (0)	Y (1)	
Other smart security systems not mentioned above	N (0)	Y (1)	
Score obtained (max 10) – required score 8/10			

Additional Notes/Comments

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End of Part One…….

Should the bidder be interested in rendering a Canine (K9) service then Part Two (next) must be utilised for the mentioned category.

Part Two _ Canine (K9)

This Site inspection section (below) will only apply if the bidder has indicated his/her willingness to tender for sites requiring Canine (k9) services. The bidder may not specialize in this service but may outsource, contract in, lease the total Canine (k9) service for the purposes of the site. If that is the case the company who does supply such Canine (k9) services will be subject to the same terms and conditions of the site inspection including the submission of all returnable documents complete with Lease agreement. It is the responsibility of the bidder requiring the Canine (k9) service to ensure that the returnable documents are attached to the bid as well as make the premises available for the site inspection.

Detail	Number	Comments
Total number of company dogs		
Number of company dogs currently utilised		
Number of dogs available for this contract		

Number of cars/trucks/LDV's to transport dogs		
Number of trailers to transport dogs		
Number of Kennels		

Canine (K9) Services	**Yes/ No**		**Remarks**
Licence in terms of The Performing Animal Protection Act and Amendments	N (0)	Y (1)	
Company appointed / contracted veterinary surgeon	N (0)	Y (1)	
Company appointed personnel to care for dogs	N (0)	Y (1)	
Feeding program - Certified by Vet	N (0)	Y (1)	
Latest veterinary certificates	N (0)	Y (1)	
Latest training certificates for dogs	N (0)	Y (1)	
Security officers registered at PSIRA as dog handlers	N (0)	Y (1)	
PSIRA security officers trained per K9 program	N (0)	Y (1)	
Latest training certificates / records for all dog handlers	N (0)	Y (1)	
Files for each dog with all documentation and certificates	N (0)	Y (1)	
Roadworthy vehicles/trucks to transport dogs	N (0)	Y (1)	
Roadworthy dog trailers	N (0)	Y (1)	
Inspection reports from PSIRA and/or NSPCA and/or other reputable organisations	N (0)	Y (1)	
There are blankets for the dogs	N (0)	Y (1)	
Adequate water and food supply for dogs	N (0)	Y (1)	
Clean kennel facilities for the dogs and protected from inclement weather.	N (0)	Y (1)	
Only one handler per dog	N (0)	Y (1)	
Dogs utilized for security purposes must not be older than six years	N (0)	Y (1)	
Proper breeds of dogs are utilized for security services.	N (0)	Y (1)	
Leads, water bowls, choke chains and combs are available at all times	N (0)	Y (1)	
Score obtained (max 20) – required score 16/20			

Additional Notes/Comments

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I/We, duly authorised, hereby declare that my/our Company-

1. Was/were willing and prepared to be subjected to a site inspection;
2. Fully accepts the adjudication as set out in the inspection form;
3. That all relevant documentation, as requested, is attached and we accept that failing to adhere /comply with requirement of the inspection, my/our tender will be disqualified;
4. The contents of the inspection were discussed with me/us and I do understand and accept the outcome of the inspection.
5. The information supplied to the inspection team is true at the time of the site visit.
6. In case of supplying of false information Transnet have the right to disqualify our company from the tender process.

Signed at_____*Place*_____ on this *day*_____of _____*month*_____20

Inspection Team

1	2
3	4
5	6

Name of company representative 1	
Signature of company representative 1	
Name of company representative 2	
Signature of company representative 2	

NB: All pages in this document to be initialled by the bidder and /or representative at the close of the site inspection process.

iCLM HQ iCLM HQ 1041/TPT - PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

HEAD OFFICE - PRICING SCHEDULE

MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade A: Day Shift (Mon to Sun)	1			12	R0
Grade B: Day Shift (Mon to Sun)	6			12	R0
Grade B: Night Shift (Mon to Sun)	5			12	R0
Grade C: Day Shift (Mon to Sun)	5			12	R0
Grade C: Night Shift (Mon to Sun)	5			12	R0
Base Radio per month	2			12	R0
On site Response vehicle per month	1			12	R0
Spotlight for vehicle per month	1			12	R0
Handheld radios per month	12			12	R0
Torches per month	10			12	R0
SUBTOTAL (EXCL. VAT)					R0
VAT @ 15%					R0
GRAND TOTAL (INCL. VAT)					R0

* All rates must be quoted using South African Rands, Excl. VAT		
* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.		
* To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.		

Company Stamp / Company Name with signature

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DURBAN (Point) MULTI-PURPOSE TERMINAL					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade A: Day Shift (Mon to Sun)	2			12	R0
Grade A: Night Shift (Mon to Sun)	2			12	R0
Grade B: Day Shift (Mon to Sun)	11			12	R0
Grade B: Night Shift (Mon to Sun)	10			12	R0
Grade C: Day Shift (Mon to Sun)	11			12	R0
Grade C: Night Shift (Mon to Sun)	11			12	R0
Handheld radios per month	22			12	R0
Torches per Month	18			12	R0
Handheld Metal Detectors	6			12	R0
On Site Response vehicle per month	1			12	R0
Spotlight for vehicle per month	1			12	R0
SAMSA Approved Lifejackets (Once-off delivery)	3			1	R0
SUBTOTAL (EXCL. VAT)					R0
VAT @ 15%					R0
GRAND TOTAL (INCL. VAT)					R0

* All rates must be quoted using South African Rands, EXCL. VAT		
* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.		
* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.		
* To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format.		

Company Stamp / Company Name with signature

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DURBAN CAR TERMINAL

MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade A: Day Shift (Mon to Sun)	3			12	R0
Grade A: Night Shift (Mon to Sun)	2			12	R0
Grade B: Day Shift (Mon to Sun)	2			12	R0
Grade B: Night Shift (Mon to Sun)	2			12	R0
Grade C: Day Shift (Mon to Sun)	54			12	R0
Grade C: Night Shift (Mon to Sun)	54			12	R0
Handheld radios per month	47			12	R0
Torches per Month	47			12	R0
On Site Response vehicle per month	1			12	R0
SAMSA Approved Lifejackets (Once-off delivery)	3			1	R0
SUB TOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

* All rates must be quoted using South African Rands, EXCL. VAT
* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.
* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.
* To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.

Company Stamp / Company Name with signature

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MAYDON WHARF MULTI-PURPOSE TERMINAL					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade A: Day Shift (Mon to Sun)	1			12	R0
Grade A: Night Shift (Mon to Sun)	1			12	R0
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	10			12	R0
Grade C: Night Shift (Mon to Sun)	11			12	R0
Handheld radios per month	11			12	R0
Base Radio per month	1			1	R0
Torches per month	10			1	R0
On Site Response vehicle per month	1			12	R0
SUB TOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

* All rates must be quoted using South African Rands, EXCL. VAT	
* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.	
* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.	
* To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.	
	Company Stamp / Company Name with signature

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DURBAN - MAYDON WHARF AGRI-BULK

MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade B: Day Shift (Mon to Fri)	1			12	R0
Grade C: Day Shift (Mon to Sun)	7			12	R0
Grade C: Night Shift (Mon to Sun)	5			12	R0
Handheld radios per month	6			12	R0
Torches per month	5			12	R0
SUBTOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

* All rates must be quoted using South African Rands, Excl. VAT

* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.

* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.

* To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.

Company Stamp / Company Name with signature

iCLM HQ iCLM HQ 1041/TPT - PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

DURBAN CONTAINER TERMINAL - PIER 1					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade A: Day Shift (Mon to Sun)	2			12	R0
Grade A: Night Shift (Mon to Sun)	2			12	R0
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	34			12	R0
Grade C: Night Shift (Mon to Sun)	34			12	R0
Handheld radios per month	18			12	R0
Torches per month	18			12	R0
Base Radio per month	1			12	R0
On site Response vehicle per month	1			12	R0
Cell phone (smart phone)	1			12	R0
SAMSA Approved Lifejackets (Once-off delivery)	6			1	R0
SUB TOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

* All rates must be quoted using South African Rands, EXCL. VAT

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CAPE TOWN CONTAINER TERMINAL					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	35			12	R0
Grade C: Night Shift (Mon to Sun)	31			12	R0
Base Radio per month	1			12	R0
On site Response vehicle per month	1			12	R0
Spotlight for vehicle per month	1			12	R0
Handheld radios per month	19			12	R0
Torches per month	21			12	R0
SUBTOTAL (excl. VAT)					**R0**
VAT @ 15%					**R0**
Total (Incl. VAT)					**R0**

* All rates must be quoted using South African Rands, EXCL. VAT

* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.

* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.

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CAPE TOWN MULTI-PURPOSE TERMINAL

MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	15			12	R0
Grade C: Night Shift (Mon to Sun)	14			12	R0
Base Radio per month	1			12	R0
Handheld radios per month	11			12	R0
Torches per month	10			12	R0
SUBTOTAL (excl. VAT)					**R0**
VAT @ 15%					**R0**
Grand Total (Incl. VAT)					**R0**

* All rates must be quoted using South African Rands, Excl. VAT

* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.

* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.

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SALDANHA IRON ORE TERMINAL INCL. TIPPLER 3					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	5			12	R0
Grade B: Night Shift (Mon to Sun)	5			12	R0
Grade C: Day Shift (Mon to Sun)	31			12	R0
Grade C: Night Shift (Mon to Sun)	31			12	R0
Posting Vehicle (Transporting Officers to and from Terminal) IOT & MT Combined per shift	1			12	R0
On site Roving Supervisor with Patrol and response vehicle per shift (IOT & MPT combined) with spotlight/emergency roving lights per shift	2			12	R0
Guard monitoring & patrol Device per month	15			12	R0
SUB TOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

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PORT ELIZABETH MULTI-PURPOSE AND CAR TERMINAL					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade C: Day Shift (Mon to Sun)	16			12	R0
Grade C: Night Shift (Mon to Sun)	16			12	R0
Handheld radios	13			12	R0
Torches	13			12	R0
Guard Monitoring System (-foot patrol routes)	3			12	R0
SUBTOTAL (excl. VAT)					R0
VAT @ 15%					R0
Grand Total (Incl. VAT)					R0

* All rates must be quoted using South African Rands, Excl. VAT

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NORTHERN CAPE, LOHATLA (Managed by Port Elizabeth)					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade C: Day Shift (Mon to Sun)	2			12	R0
Grade C: Night Shift (Mon to Sun)	2			12	R0
Handheld radios per month	2			12	R0
Torches per month	2			12	R0
Cell phone	1			12	R0
SUBTOTAL (excl. VAT)					**R0**
VAT @ 15%					**R0**
Grand Total (Incl. VAT)					**R0**

* All rates must be quoted using South African Rands, Excl. VAT

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* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.

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PORT ELIZABETH CONTAINER TERMINAL					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	9			12	R0
Grade C: Night Shift (Mon to Sun)	9			12	R0
Handheld radios per month	8			12	R0
Torches per month	7			12	R0
Base Radio per month	1			12	R0
On site Response vehicle per month	1			12	R0
Guard Monitoring System (Foot patrol routes)	1			12	R0
Company Cellular Phone	1			12	R0
SUB TOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

* All rates must be quoted using South African Rands, EXCL. VAT

* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.

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EAST LONDON (MULTI-PURPOSE, BULK AND CAR TERMINALS)

MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	20			12	R0
Grade C: Night Shift (Mon to Sun)	21			12	R0
Handheld radios per month	24			12	R0
Torches per month	23			12	R0
Base Radio per month	1			12	R0
On site Response vehicle per month	1			12	R0
Spotlight for vehicle per month	1			12	R0
Guard Monitoring System (Foot patrol routes)	4			12	R0
Company Cellular Phone (smart phone)	1			12	R0
SUB TOTAL (EXCL. VAT)					**R0**
VAT @ 15%					**R0**
GRAND TOTAL (INCL. VAT)					**R0**

* All rates must be quoted using South African Rands, EXCL. VAT
* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.
* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.
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NGQURA CONTAINER TERMINAL					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	GRAND TOTAL (INCL. VAT) (Year 1 to 2)
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	16			12	R0
Grade C: Night Shift (Mon to Sun)	16			12	R0
Handheld radios per month	14			12	R0
Torches per month	16			12	R0
Base Radio per month	1			12	R0
On site Response vehicle per month	1			12	R0
Spotlight for vehicle per month	1			12	R0
Guard Monitoring System (Foot ptrol routes)	3			12	R0
Company Cellular Phone	1			12	R0
SUB TOTAL (EXCL. VAT)					R0
VAT @ 15%					R0
GRAND TOTAL (INCL. VAT)					R0

* All rates must be quoted using South African Rands, EXCL. VAT	
* The price increase for year 2 of the contract will depend on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.	
* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.	
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RICHARDS BAY TERMINAL (MPT and DBT)					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade A: Day Shift (Mon to Sun)	1			12	R0
Grade A: Night Shift (Mon to Sun)	1			12	R0
Grade B: Day Shift (Mon to Sun)	1			12	R0
Grade B: Night Shift (Mon to Sun)	1			12	R0
Grade C: Day Shift (Mon to Sun)	66			12	R0
Grade C: Night Shift (Mon to Sun)	66			12	R0
Handheld radios per month	66			12	R0
On site Response vehicle per month	2			12	R0
Spotlight for vehicle per month	2			12	R0
Base Radio per month	2			12	R0
Torches per month	66			12	R0
Cellular phone (smart phone)	2			12	R0
Security Patrol dogs	2			12	R0
SUBTOTAL (excl. VAT)					R0
VAT @ 15%					R0
Grand Total (Incl. VAT)					R0

* All rates must be quoted using South African Rands, Excl. VAT

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MPUMALANGA, KENDAL (MANAGED BY RICHARDS BAY)					
MAGISTERIAL AREA (PSIRA) 1	No. of Resources/ Equipment	Monthly Rate Per Resource/ Equipment (Year 1)	Monthly Rate Per Resource/ Equipment (Year 2)	Months per annum	Total (Year 1 to 2)
Grade C: Day Shift (Mon to Sun)	2			12	R0
Grade C: Armed, Day Shift (Mon to Sun)	2			12	R0
Grade C: Night Shift (Mon to Sun)	2			12	R0
Grade C: Armed, Night Shift (Mon to Sun)	2			12	R0
Handheld radios per month	4			12	R0
Torches	4			12	R0
Security Patrol Dog	1			12	R0
SUBTOTAL (excl. VAT)					R0
VAT @ 15%					R0
Grand Total (Incl. VAT)					R0

* All rates must be quoted using South African Rands, Excl. VAT
* The price increase for year 2 of the contract will be dependant on the sectoral determination percentage (%) increase, the date on which it comes into effect and agreed upon increase for the fuel cost.
* The labour price will only be reviewed in line with PSIRA annual labour rates adjustments.
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Company Stamp / Company Name with signature

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD
Hereafter referred to as Transnet
Registration No. 1990/000900/30

and

.....
Hereafter referred to as Service Provider
Registration No. .....

FOR THE PROVISION OF PHYICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO.1990/0000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

Agreement Number	**iCLM HQ 1041/TPT**
Commencement Date	**.....**
Expiry Date	**..... OR AT THE DATE OF DEPLETION OF CONTRACT VALUE; WHICHEVER COMES FIRST**

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1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is **202 Anton Lembede Street, Durban, 4001,**, Republic of South Africa [**Transnet**]

and

..... [Registration Number ……] whose registered address is …… [**the Service Provider**].

NOW THEREFORE, IT IS AGREED:

1.1 Transnet hereby appoints the Service Provider to provide, and Transnet undertakes to accept the provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements/Work Orders issued as a schedule to this Agreement; and

1.2 the Service Provider hereby undertakes to provide the Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

2.1 **Adhoc Service:** means a temporary Security Service or for a specific purpose only;

2.2 **AFSA** means the Arbitration Foundation of South Africa;

2.3 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;

2.4 **Assignment** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.

2.5 **Authorised Officer** means any person authorised by the owner of any public premises or any public vehicle to act in terms of the provisions of of section 2 of the Controll of Access to Public Premises and Vehicles Act. 53 of 1985;

2.6 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;

2.7 **Business Day(s)** means any day other than a Saturday, Sunday, or public holiday as proclaimed in South Africa, between the hours of 07:30 and 16:00 (South African Standard Time).

2.8 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.

2.9 **Commencement Date** means ……., notwithstanding the signature date of this Agreement;

2.10 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

a) information relating to methods of operation, data and plans of the disclosing Party;

b) the contents of this Agreement;

c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;

d) any information disclosed by either Party and which is clearly marked as being confidential or secret;

e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

f) information relating to the past, present and future research and development of the disclosing Party;

g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;

h) information contained in the software and associated material and documentation belonging to the disclosing Party;

i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;

j) Copyright works;

k) commercial, financial and marketing information;

l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;

m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;

n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and

o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.11 **Controlling Officer** means the person, nominated by a Business Unit of TPT, as its delegated authority to represent TPT's interests in relation to the Service(s) to be provided by the Service Provider in terms of this Agreement. TPT's Controlling Officer shall be responsible for all key decisions and directives as may be required from time to time with regard to the ongoing provision of such Services by the Service Provider. The Controlling Officer shall include any other person designated by the Controlling Officer such as designated Security Managers within the various regions.

2.12 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.13 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

2.14 **Declaration Register** means the written record at a Client Site of any item(s) which a visitor to the Site declares to have on his/her person, including laptops and cell phones or other valuable items, prior to being permitted access to the premises;

2.15 **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of this Agreement and in respect of which such Party is liable to the other;

2.16 **Deliverable(s)** means any and all works developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;

2.17 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;

2.18 **Effective Date** means the commencement date of the security service bt the service provider;

2.19 **Expiry Date** means …… ; or at the date of depletion of contract value whichever comes first;

2.20 **Fee(s) and or Price** shall mean the agreed Fees for the Services to be purchased from the Service Provider by TPT, as detailed in the Pricing Schedule **(Annexure B hereto)**, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of this Agreement from time to time;

2.21 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;

2.22 **Incident** includes but is not limited to any breach of security, unauthorised persons gaining access to the identified TPT Site which the Service Provider is responsible for, unauthorised third party motor vehicles on the Site, bomb threats, suspicious persons or activity in or in the immediate vicinity of the Site, discovery of unattended and / or unknown and / or suspicious packages on the Site, breach of perimeter fencing at the Site, evidence of tampering with TPT's equipment and security systems, theft and pilferage of Client's property and/ or third party property, illegal possession of and/or smuggling of narcotic substances, firearms, counterfeit and any other illegal or contraband goods, loss or damage to or destruction of Client's assets or property or third party property, hijacking or seizure of TPT's property including but not limited to facilities, equipment, vehicles and buildings and/or any death or injury to a person resulting from any action in an attempt to execute an incident;

2.23 **Individual Agreement** means any Individual Service Level Agreement (SLA) entered into between TPT and the Service Provider in respect of a particular TPT' Business Unit;

2.24 **ISPS Code** means the International Ship and Port Facility Security Code, as enacted into South African Law by the Merchant Shipping (Maritime Security). Regulations, 2004;

2.25 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;

2.26 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;

2.27 **LDV** means a light delivery vehicle;

2.28 **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;

2.29 **NKPA** means the National Key Points Act, 102 of 1980;

2.30 **NQF** means National Qualifications Framework;

2.31 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;

2.32 **Party** means either one of these Parties;

2.33 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;

2.34 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;

2.35 **Persistent Minor Breach** means 5 (five) consecutive occurrences, over a period of 6 (six) months, in respect of the same or similar minor breached (as defined in the Individual Agreements) which relate to non-compliance and/or accumulation of penalties by the service provider;

2.36 **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, subcontractor and the staff of such subcontractor, or other authorised representative of either party who act in their course and scope of emplyement;

2.37 **Price(s)** means the agreed Price(s) for the Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

2.38 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Goods or Services;

2.39 **PSIRA** means the Private Security Industry Regulatory Authority;

2.40 **SASSETA** means the Safety & Security Sector Education and Training Authority;

2.41 **Security Officer(s)** means the Service Provider's employees including but not limited to security guards (all guards), security supervisors, security inspectors and area managers;

2.42 **Security Service(s)** means one or more security services or activities as contremplated in the Private Security Industry Regulations Act;

2.43 **Service(s)** means provision of physical guarding security services, the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement;

2.44 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;

2.45 **Site** means any Transnet area or premises where security services are required as determined by TPT;

2.46 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;

2.47 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;

2.48 **Schedule of Requirements** means Schedule 1 hereto;

2.49 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;

2.50 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;

2.51 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;

2.52 **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;

2.53 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;

2.54 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and

2.55 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

2.56 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading *"Definitions"* shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.

3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.

3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.

3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.

4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.

4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.

4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 38 *[Amendment and Change Control]*. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

4.5 The delivery of the services shall be managed by the parties through their appointed contract managers in accordance with the terms of this agreement as well as the SLA and schedule 1.

4.6 The service provider shall at all times be bound by TPT's standard trading terms and conditions and its access and any other visitor to the terminal(s) for which it has been appointed shall at all times be governed in terms thereof.

4.7 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

4.8 As an employer in its own right**,** the Service Provider shall at all times be obliged to comply with all the provisions of the Occupational Health and Safety Act while on the premises of Transnet Port Terminals, and shall be required to comply with the conditions and safety procedures of TPT, failing which the Service Provider shall be liable for any failure to adhere to such conditions and/or procedures and shall be required to sign a Schedule 4 section 37 (2) OHSA Agreement annexed hereto as Schedule 5.

4.9 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

5.1 Each Party represents and warrants that it has the full power, authority, and legal right to enter into this Agreement and to perform its obligations hereunder. Each Party further represents that the person signing this Agreement on its behalf has been duly authorised to do so and that this Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.

5.2 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.

5.3 Neither Party shall be entitled to, or have the power or authority to:

a) enter into an agreement in the name of the other; or

b) give any warranty, representation or undertaking on the other's behalf; or

c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is ..... and the duration shall be for a two [2] year period, expiring on ....., unless:

a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or

b) This Agreement shall terminate automatically on the date of depletion of funds allocated to the project. In the event of such termination, the Parties shall incur no further obligation or

liability under this Agreement other than for payment of services rendered prior to the expiration of funds;

c) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

6.2 Notwithstanding clause 25 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 60 [sixty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

7.1 Where Transnet determines appropriate, Within two (2) weeks from the date of contract signature, the Parties shall meet to prepare and maintain a Risk Register, unless otherwise agreed in writing by Transnet. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.

7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be deemed binding once signed by both Parties, particularly where they record agreements, corrective actions, or revised deliverables.

7.3 Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

7.4 Any non-conformance to the corrective actions agreed to between the parties by virtue of the contract/risk management meetings to be held in terms of clause 7.1 shall be kept in a register and where consistent non-conformance certificates are issued on 5 (five) consecutive occasions, without corrective action by the Service Provider over a period, this shall be regarded as material breach of this Agreement and Transnet shall be entitled to exercise its rights in accordance with clause 25 hereinbelow.

8 TRANSNET'S OBLIGATIONS

8.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to provide the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.

8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.

8.3 Transnet agrees agrees to provide the Supplier or its Personnel such access to and use of its facilities as is necessary to allow the Supplier to perform its obligations under this Agreement.

8.4 Transnet shall appoint a Contracts Manager who shall oversee the contract and ensure that all service levels contained in this Agreement are complied with.

8.5 Transnet shall appoint a Contracts Manager who shall oversee the contract and ensure that all service levels contained in this Agreement are complied with.

8.6 TPT, in as far as it is reasonable, agrees to provide the Service Provider such assistance as may be reasonably required by it to perform the security Services, provided that under no circumstance shall such assistance be regarded as creating any obligation of any nature on the part of TPT, nor shall it relieve the Service Provider of any/all of its responsibilities to comply strictly with any/all of the obligations imposed upon it in terms of this Agreement and the Scope of Work required to be fulfilled by the Service Provider;

8.7 TPT undertakes to ensure that the Service Provider is paid in accordance with this Agreement or any payment schedule agreed to by the Parties.

8.8 TPT acknowledges its obligations in terms of the Protection of Personal Information Act (2003) in terms of obtaining and processing the personal information of the Service Provider's employees and undertakes to ensure compliance with the provisions of the POPI Act.

8.9 TPT will monitor the quality of service provided by the security personnel and if Transnet is not satisfied with the quality of service, Transnet contract manager must issue a non-compliance notice to the service provider and same must be rectified immediately.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

9.1 General Requirements:

TPT would like to elicit responses from Security Service Providers who have expertise in providing security services listed below, but not limited to these:

9.1.1 Advice on perimeter security, access control, alarms (intruder detection), surveillance, physical security requirements, and asset protection, but not limited to these;

9.1.2 Provide first class customer's service to any visitors coming onto TPT properties;

9.1.3 Prevent crime at all TPT facilities through pro-active measures such as searching, patrols, static deployments and identity verification;

9.1.4 Respond to, and report incidents (inclusive of the use of any mobile electronic incident reporting application that Transnet may introduce or use);

9.1.5 Arrest and handover criminal violators to SAPS;

9.1.6 Protect TPT assets and information and check credentials of people and vehicles entering and leaving Transnet premises;

9.1.7 Maintain order and protect TPT's customers, staff and property, including traffic control as and when required;

9.1.8 Conduct security checks over specified areas;

9.1.9 Assist in conducting risk assessments and develop appropriate risk mitigation measures to target identified risks;

9.1.10 To take charge of keys, ensuring that they are kept securely and issuing them to authorized people in accordance with instructions;

9.1.11 Adherence to Transnet health and safety policies and procedures;

9.1.12 Utilising available technology and conducting regular patrols to ensure protection of Transnet assets from theft and damage;

9.1.13 As and when a need arises due to operational needs, emergency, and unforeseen circumstances, services as defined in this SOW may be required on an ad-hoc basis and must be catered for.

9.1.14 Canine (K9) Operations, where specified.

9.1.15 Appointment and availability of a Security Supervisor to oversee daily operations, ensure compliance with contract requirements, manage deployed personnel, and act as the point of contact for TPT representatives;

9.1.16 Deployment of **Ad-hoc Sniffer Dogs** for specialised operations including explosive or narcotic detection, based on situational or operational requirements.

9.1.17 Provision of **firearms**, including **shotguns**, for deployment in **high-risk areas**, subject to the following requirements:

a) All firearms must be legally licensed in accordance with applicable firearms legislation and registered under the name of the service provider.

b) Security personnel deployed with firearms must be in possession of valid competency certificates and permits (e.g., SAPS Firearm Competency Certificate and Business Purpose Firearm License).

c) Firearms may only be carried by personnel who are trained, certified, and authorized to use them in a professional and lawful manner.

d) Shotguns may be required in specified high-risk or critical operational zones as determined by TPT's security risk assessments.

e) Firearms must be securely stored, transported, and maintained in line with legal and safety requirements.

f) Detailed records of firearm issuance, use, and incident reporting must be maintained and made available to TPT upon request.

g) The use of firearms must be governed by clear rules of engagement and standard operating procedures approved by TPT and compliant with South African law.

9.2 Security Officer Requirements:

TPT requires the prospective service providers to provide a security solution that combines security officers, relevant technology (i.e. guard monitoring systems, smart phones, digital radios, biometric identification systems, etc.) in the market today and related equipment. The security solutions are sought or already in place, at various TPT sites across the country. The use of technology/digital devices is a requirement at certain deployment areas. As such, the Contractor will be required to recruit personnel with the necessary skills and knowledge to operate these devices in the field. The following grades of security officers are required:

9.2.1 **Security Officer Grade A** means an employee who performs any or more of the following duties:

9.2.1.1 Assuming responsibility of all staff under his/her control;

9.2.1.2 Assisting in the screening of candidates for employment;

9.2.1.3 Assuming responsibility for staff training, on-the job observations and awareness sessions for Grade B officers;

9.2.1.4 Guarding or protecting goods and Transnet assets;

9.2.1.5 Required to drive a motor vehicle in the performance of any or all of the employer's duties; and

9.2.1.6 Required to conduct Security Risk & Threat Assessments and Incident Investigations.

9.2.2 **Security Officer Grade B** means an employee who performs any or more of the following duties:

9.2.2.1 Supervising the duties performed by security officers under his/her control;

9.2.2.2 Instructing security officers to execute legal/official instructions given in the course of executing their functions;

9.2.2.3 Perform on the job training/mentoring of security officers at Grade C;

9.2.2.4 Perform planned job observations to ensure that officers under his/her control execute their functions as per site instructions/standard operating procedures;

9.2.2.5 To monitor and enforce legal compliance in terms of terminal health and safety requirements;

9.2.2.6 Ensure transportation of security officers to and from the Terminal Port;

9.2.2.7 Ensure that shift compliments as required by the contract/task order is met and pre-deployment inspections on officers on parade are conducted; and

9.2.2.8 All incidents must be reported, responded to and investigated as per site instructions/standard operating procedures.

9.2.3 **Security Officer Grade C** means an employee who performs any one or more of the following duties:

9.2.3.1 Performing foot patrol duties;

9.2.3.2 Performing access and egress control duties;

9.2.3.3 Guarding or protecting Transnet's people, assets (including physical infrastructure), visitors and Customer's cargo;

9.2.3.4 Who may be called upon to perform any or all the duties of a security officer;

9.2.3.5 Perform traffic management duties within Transnet controlled area, when required; and

9.2.3.6 Reporting and recording all incidents around their area of deployment immediately as per site instructions/standard operating procedures.

9.2.4 The Prospective Service Provider Must Be Able To:

9.2.4.1 Provide all security officers and supervision necessary for the proper, efficient and economic performance of the required Security Service and shall ensure that such performance is carried out in such a way that it will enable TPT to secure its assets, infrastructure, employees and all TPT's authorised third parties within the Sites, third party property and information;

9.2.4.2 Provide the necessary standard security equipment which, at all times, shall be clean and in good working order and/or good condition, including but not limited to patrol clocking/guard monitoring devices, handcuffs, batons, radios, pocketbooks, visitors' register, declarationregister, key register, lost and found register, occurrence books, pens, torches, reflector jackets and site specific personal protective equipment to enable security officers to perform their duties.

9.2.4.3 All original pages of books, registers or other documents used in the supply of the Security Service(s) shall immediately after they are full become the property of TPT, and shall be handed to TPT, against a signature recording receipt, for safe keeping and record purposes. TPT reserves the right to provide its own stationery to the Service Provider for such use on its Sites.

9.2.4.4 Demonstrate that all security officers are registered with PSIRA, and prospective service providers may only employ and post South African citizens or persons who have permanent resident status in South Africa, for the performance of Security Services.

9.2.4.5 Certified copies of the relevant certificates/documentary evidence shall be submitted by the Service Provider to TPT as proof of the security officers' registration with PSIRA and other relevant authorities, on or before the start of the contract.

9.2.4.6 Provide current non-criminal clearances (automated fingerprint identification) for each security officer to be deployed by the Service Provider to all Sites. In this regard the Service Provider shall provide such certification on the following basis:

9.2.4.6.1 The only acceptable certification will be that which has been issued by an official service provider appointed by the SAPS for the provision of this service, or by the SAPS.

9.2.4.6.2 Each certificate is valid for 12 (twelve) months only, where after it must be renewed prior to the expiry date of any such existing certification for a security officer.

9.2.4.7 All costs to produce non-criminal clearance certificates shall be borne by the Service Provider.

9.2.4.8 Conduct polygraph examination on an as-needed basis; The cost associated with the polygraph examinations will be borne by the Service Provider.

9.2.4.9 The polygraph examiner used must meet the following criteria:

9.2.4.10 Must be registered with a South African Polygraphy body that is registered/affiliated.

9.2.4.11 Should the polygraph examination indicate "deceit", then the security officer in question will be removed from site.

9.2.4.12 When required to carry firearms by TPT (certain ad-hoc emergency services), the Service Provider shall only deploy such security officers required to carry firearms who are licensed to do so in terms of the Firearms Control Act, 60 of 2000.

9.2.4.13 Preferred bidders will be subjected to a security screening/vetting process by the State Security Agency. These companies must fully cooperate with the Agency and be willing to implement measures as recommended by the Agency for the successful execution of the contract.

9.2.4.14 The State Security Agency (SSA) may also from time to time require security officers who are deployed at the South African Ports to undergo a security screening process. In such cases the Service Provider will cooperate with TPT to provide the necessary information pertaining to the security officers in question, as required by SSA, to perform this security screening exercise.

9.2.4.15 The Service Provider shall obtain and ensure that it remains in place for the duration of the contract. All Risk Asset Insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance and adequacy will be the responsibility of the Service Provider. The Service Provider shall, for the duration of this Agreement, be required to have and maintain in force such comprehensive All Risk Asset Insurance cover for its performance under the Agreement. In addition, the Service Provider shall obtain and ensure remains in place for the duration of the contract General Public Liability insurance with the minimum level of cover being R30 million per incident.

9.2.4.15.1. The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any fraudulent act of, or omission by, the Service

Provider or its Personnel in connection with this Agreement or any applicable law pertaining to such security services. Neither Party shall exclude or limit the liability to the other for:

a) Death or personal injury due to negligence; or

b) Fraud or theft

9.2.4.15.2 The Service Provider shall ensure that:

a) For the duration of the contract, the insurance cover required under this clause remains valid and in place.

b) At bidding stage, Service Provider will provide commitment that this requirement will be fulfilled.

c) Provide a valid letter of intent, from an insurance company OR proof of an existing insurance if a bidder already has the required insurance, covering the above-stipulated insurance requirements.

d) Proof of Insurance to be provided within 7 working days after being awarded the contract. To ensure compliance with paragraph (a), the contractor will provide proof on a quarterly basis to the designated Transnet representative.

9.2 Fitness for Duty Requirements

9.2.1 The prospective Service Provider will be responsible for all its employees to be deployed to TPT's Sites to undergo **annual** medical examinations and shall be declared "fit for duty" by a registered Occupational Health Practitioner.

9.2.2 The medical examination will be as prescribed in each of TPT site-specific medical examinations based on the Occupational Risk Exposure Profile (OREP) for security officers deployed at a specific Site. No Security Officer may be deployed on site without a valid "fitness for duty" certificate.

9.2.3 In the event that security officers are recruited with a valid "fitness for duty" certificate that complies fully to the terminal OREP requirements, then this would be accepted by TPT as part of the individual site file for security officers deployed on site.

9.3 Training Requirements

9.3.1 Prospective Service Providers must be able to provide TPT with necessary proof of the qualifications of, and the training undergone by all the security officers, before TPT shall permit the Service Provider to commence with the Security Service(s) and the deployment of its security officers. Acceptable proof of qualification shall be:

9.3.2 An NQF or equivalent qualification (as specified by PSIRA) or proof of relevant experience;

9.3.3 Valid PSIRA training certificate for the Grades A, B, or C (as applicable to the specific site requirements);

9.3.4 Registration with PSIRA ("new" certificate);

9.3.5 Proof that the security officer has undergone ISPS Code training (SASSETA Unit standards 242834 and 252174) from a Department of Transport accredited training institution. Details of these service providers will be supplied on request;

9.3.6 All Supervisors and nominated first aiders must be trained on first aid (level 1 to 3)- Valid certificates must be submitted to TPT Security;

9.3.7 All Supervisors and security officers deployed at sites where alco-breathalyser machines are in use, must be trained in the use thereof;

9.3.8 Security officers nominated to perform duties as fire fighters must receive fire-fighting training, valid certificates must be submitted to TPT Security;

9.3.9 Proof of SASSETA training relating to firearms to be provided to TPT, upon its specific request.

9.3.10 Service Providers will be required to ensure that its security officers undergo retraining/refresher training as may be required by applicable legislation and/or every 6 (six) months in a particular year or at such intervals as may be agreed upon between the Service Provider and TPT, from time to time.

9.3.11 All training and re-training requirements associated with this Agreement shall be for the account of the Service Provider.

9.3.12 Before any security officer commences with his or her duties, he or she must attend a compulsory site induction course, arranged by TPT, which is intended to acquaint each security officer with the safety requirements, security site instructions and the operational environment at the terminal. The Service Provider shall be responsible for the remuneration of its security officers during their attendance at such an induction session.

9.4 Identification Requirements

9.4.1 The security officers need to comply with the identification requirements of TPT.

9.4.2 3.6.2 Identification for the purpose of this tender include but is not limited to:

9.4.2.1 a standard uniform, as agreed upon between the Parties, which shall consist of at least the following:

9.4.2.1.1 In the case of male security officers:

- security combat wear includes shirt, pants, socks, safety boots, belt, cap, baton, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit, beanie, as and when required; and
- corporate wear of the Service Provider, if so, required by TPT, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by TPT.

9.4.2.1.2 In the case of female security officers:

- Security combat wear includes pants, shirts, safety boots, baton, cap, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a

jersey, beanie, warm weather coat and a full-length rain suit as and when required; and

- corporate wear of the Service Provider, if so, required by TPT, must include a blazer, tie, skirt, blouse, jersey, trousers, stockings, shoes, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by TPT;

9.4.2.2 a reflector jacket with the Service Provider's name on the front and back, which is to be issued to all security officers, unless otherwise specified by TPT; and

9.4.2.3 bullet-proof vests (SABS approved) whenever security officers are issued with firearms, or if otherwise directed to do so by TPT.

9.4.2.4 uniform of the security officers must comply with the requirements in terms of regulation 13 of the Private Security Industry Regulations, 2002 and any supplementary directives issued by PSIRA from time to time.

9.4.3 Security officers must be issued with an identity disc, tag or other equipment prescribed by TPT which will contain the following information in respect of the Service Provider's security officers:

9.4.3.1 a recent colour photograph of the relevant security officer;

9.4.3.2 the name of the security officer on the identification badge must be visible and legible at all times;

9.4.3.3 the identity number, PSIRA registration number and grade of the security officer;

9.4.3.4 the name and logo of the Service Provider; and

9.4.3.5 the name of the Terminal of TPT, where deployed.

9.4.3.6 The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her valid PSIRA ID card, or as otherwise agreed by TPT.

9.5 Handheld Two-Way Radio Requirements

9.5.1 The Service Provider must provide handheld two-way radio sets with panic button linked to armed response team at the Service Provider's costs for in case of emergencies, which shall have an adequate range to ensure, as far as is practically possible, good communication between any two points within an area on the Site of TPT where the Service is provided. Radios used will be exposed to the elements in an industrial environment and should be able to operate under these conditions.

9.5.2 The Service Provider shall at its own cost supply a radio base set, to be installed in the Security Control Room of TPT, as well as a list of the call signs, which shall enable direct communication between the Service Provider's security officers and the Service Provider's Operations/Control Room.

9.5.3 It is required that the service provider must have a dedicated frequency assigned to his company to prevent any interference from other sites that uses the same frequency in the area.

9.5.4 The Service Provider shall take the necessary steps to prevent radio transmissions on or near TPT's premises to cause interference with, or block reception by, radio systems used by TPT or any other Division or Business Units of Transnet and commercial shipping operators.

9.5.5 Under no circumstances shall the Service Provider operate any radio equipment on TPT's premises without obtaining the prior written authority from the Transnet Freight Rail Signal Department, as appropriate, details of which shall be provided to the Service Provider upon request.

9.5.6 All radio equipment used by the Service Provider in the performance of the Security Service must be licensed in terms of the provisions of the Independent Communications Authority of South Africa ("ICASA").

9.5.7 The Contractor will be responsible for the maintenance/repairs of these devices for the duration of the contract. Should it be necessary to remove any device off-site for repairs, the Contractor will supply a replacement hand-held radio for the duration of the repair.

9.6 Requirements for Road Motor Vehicles

9.6.1 Where required by TPT, the Service Provider shall provide comprehensively insured roadworthy and licensed motor vehicle(s) to TPT for roving patrols, security duties and/or prevention of and response to incidents.

9.6.2 The motor vehicle(s), and driver(s) shall be made available to be an onsite response service to TPT. The monthly cost for the vehicle shall include the fuel cost. All the vehicles must be fitted with tracking device, produce a tracking report with detailed information and demonstrate usage evidence-based documents to support the claims every month or on an ad-hoc basis.

9.6.3 The motor vehicle(s), shall only be driven by drivers who hold valid, unendorsed and appropriate code licences and shall always carry their driver's licence on their person when driving the motor vehicle(s). The Supervisor for the site may also be the driver of the onsite response vehicle.

9.6.4 The Service Provider will only be allowed to transport security officials in a closed top vehicle fitted with seat and seatbelts, when a vehicle is used to assist with the posting of security officials to their deployment areas. Should a LDV type vehicle be used for this purpose, then the vehicle must be fitted with a canopy for the protection of the security officials, seats and seatbelts for their safety.

9.6.5 The Service Provider shall ensure that vehicle logbooks and pre-trip inspection checklists are kept with all vehicles and are completed correctly and fully on a per shift basis. TPT may at any given time request the Service Provider to provide such logbooks for inspection purposes.

9.6.6 Maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance") of the motor vehicle(s) including all adjustments necessary to keep the

motor vehicle(s) in a roadworthy and operational condition shall be provided by the Service Provider at its own cost.

9.6.7 Maintenance records for the vehicles provided in terms of this Agreement shall be made available to TPT by the Service Provider whenever such request is made by TPT.

9.6.8 The Service Provider's logos are to be prominently displayed on both front doors of its motor vehicles as a minimum, or as agreed with TPT.

9.6.9 Amber/white rotating light(s) Marked Security shall be fitted to the roof of the vehicle when it is used within the confines of the terminal to assist in the identification of the vehicle when operated in proximity of heavy machinery and cargo handling equipment.

9.6.10 The Service Provider must have contingency plans in place and ready to activate in cases of vehicle breakdowns, in for service and any non-compliance found on the vehicles utilised in the terminal port.

9.6.11 All vehicles must be fitted with two-way security radios that must be able to communicate effectively with the control room and officers on site (where necessary) or supply alternative method of communication that is effective and reliable for use in the vehicles.

9.6.12 Service providers to immediately clean any spills or contamination caused by their vehicles at their own cost, and to ensure that all vehicles comply with site safety requirements and do not create operational hazards or obstructions.

9.7 Requirements for Guard Monitoring System

9.7.1 Must be a GPS, RFID & GSM-enabled hand-held device offering real-time personnel monitoring.

9.7.2 User-friendly, tamper-proof, and waterproof to withstand conditions of labour-intensive industrial industries.

9.7.3 Have built-in panic and distress functions.

9.7.4 Automated reports and statistical analysis, patrol reports and deviations identified to be generated and emailed to the TPT supplied email address as per SLA.

9.7.5 Be able to do site, route, patrol and user set-up and configuration.

9.7.6 24/7 customer support service from the supplier of the system. The Contractor to have a back-to-back agreement/contract in place with the supplier, including the maintenance of the system.

9.7.7 The system must give hourly alerts to patrollers.

9.8 Requirements for the Provision of Dogs (As and When required by yjr Business Unit)

TPT would like to elicit responses from Security Service Providers who have an expertise in providing Canine (K9) Security services, which is defined as the provision of graded security guards who, in addition to normal guarding functions, have been trained to render security services with specially trained dogs. Canine Security Services would be used primarily as part of the crime prevention initiative and as part of the Physical Guarding service category. The service providers would further be required to have kennelling facilities, veterinary services and similarly related services required to maintain the health of the dogs

9.8.1 Guard/Patrol dogs shall only be of a specified breed (i.e. Doberman, Rottweiler or German Shepherd), which shall be duly trained to perform duties as a guard/patrol dog. Dogs shall be free of contagious diseases, certified as such by a registered veterinary surgeon. A certified copy of such certificate shall be made available to TPT, if the Service Provider is requested to do so.

9.8.2 Guard/Patrol dogs must be trained to protect their handlers, to intercept perpetrators of crime and to be alert for intruders in their patrol areas. The guard/patrol dogs shall be required to be a deterrent to criminal elements and shall be trained to overcome obstacles such as steps, 1 (one) metre high walls and be able to crawl underneath low objects.

9.8.3 Guard/Patrol dogs shall be trained to obey not more than one handler and shall only be under his/her control. Guard/Patrol dogs shall always be under supervision of the handler whilst on duty.

9.8.4 The age of the guard/patrol dog shall not exceed 6 (six) years.

9.8.5 Guard/Patrol dogs shall always be properly kennelled, groomed and fed, to maintain them in a good state of health, when not deployed on site.

9.8.6 The Service Provider shall ensure that fresh water as well as equipment like leads, water bowls, choke chains and combs are always available and ensure that the premises and kennels are kept clear of dog faeces.

9.8.7 A qualified dog handler shall always handle guard/patrol dogs. A certified copy of the certificate indicating that the dog handler has successfully passed the training course in the effective handling of a guard/patrol dog, shall be made available to TPT where TPT deems it fit to do so.

9.8.8 The Service Provider must always comply with the requirements as contemplated in the Performing Animals Protection Act, 24 of 1935 and Animals Protection Act, 71 of 1962.

9.9 Administrative/Management Support Requirements

9.9.1 Transnet seeks to appoint service providers who have the capability and capacity to provide various security services for Static Physical Guarding. This discipline refers to the guarding of TPT's facilities and this will be accomplished by way of deploying service providers who have expertise and a track record in the services which are explained below. These services will be allocated and managed per port. To this end, it is expected that the service provider will have the company Head Office or Branch Office in the city/town where he/she intends to render the service.

9.10 Required Security Services

9.10.1 In order to equip the facilities with optimum security and minimise incidents and possible losses, TPT has identified the services below which are essential to fulfil this objective. As a minimum, TPT will require Physical Guards across all its facilities but in addition specialised Canine (K9) services will be required to cater for the unique security needs of specific sites. Armed escort services may be required during the contract period. However, this would be of an ad-hoc/emergency nature, depending on the risk the business faces and is excluded from this Scope of Work.

9.11 Phyiscal Guarding (Unarmed)

9.11.1 TPT would like to elicit responses from Security Service Providers who have expertise in providing Physical Guarding Security Services, which is defined as the supply of graded guards positioned at different static locations with the sole purpose to guard and protect TPT's assets and property, supported by appropriate technologies. These technologies are currently Transnet owned and operated. In the Transnet context, Physical Security Services includes the following subcategories: access and egress control, foot patrols, mobile patrols, guarding of Port terminals including the facilities and goods in the terminals. At some terminals guards would also be expected to perform traffic control in times of peak traffic and congestion. Potential Service Providers who can provide un-armed guarding will be considered to provide the required services.

9.12 Service Continuity Obligations

9.12.1 The Service Provider shall maintain uninterrupted guarding services at all designated Transnet Port Terminals, including during emergencies, strikes, or unforeseen disruptions.

9.12.2 100% of guard complement must be available at all times, with contingency staff on standby.

9.13 Emergency Response & Contigency StaffinG

9.13.1 The Service Provider shall establish and maintain a contingency roster of trained personnel to be deployed in the event of absenteeism, industrial action, or sudden demand surges.

9.13.2 3.16.2 Guards must be cross trained to cover multiple posts to ensure flexibility during emergencies.

9.14 Business Continuity Planning (BCP)

9.14.1 The Service Provider shall develop, implement, and regularly update a Business Continuity Plan specific to Transnet Port Terminals.

9.14.2 The BCP must cover:

9.14.2.1 Natural disasters (floods, fires, extreme weather etc)

9.14.2.2 Civil unrest or protest action

9.14.2.3 Power outages and IT system failures

9.14.2.4 Pandemic or health-related disruptions

9.14.3 The plan must be submitted to Transnet for review and approval annually.

9.14.4 The BCP blueprint provided which guides on minimum information that must be included in the BCP

9.15 Redundancy & Backup Measures

9.15.1 The Service Provider shall maintain redundancy in all critical communication systems, including but not limited to radios, mobile devices, and control room connectivity, to ensure uninterrupted operational capability.

9.15.2 Backup power sources must be available to sustain operations during outages.

9.16 Reporting & Compliance

9.16.1 The Service provider shall provide monthly reports on contingency readiness, including staff availability, equipment functionality, and BCP updates.

9.16.2 Non-compliance with contingency obligations may result in penalties or contract termination.

9.17 Force Majeure & Recovery

9.17.1 In the event of force majeure, the Service Provider shall immediately notify Transnet and activate recovery measures outlined in the BCP.

9.17.2 Recovery timelines must be clearly defined.

9.18 Coordination with Transnet

9.18.1 The Service Provider shall coordinate with Transnet's internal security, emergency services, and port operations teams to ensure integrated response during disruptions.

9.18.2 Joint exercises shall be scheduled to align contingency protocols.

9.19 The Service Provider shall:

9.19.1 respond promptly to all complaints and enquiries from Transnet;

9.19.2 inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;

9.19.3 conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's services;

9.19.4 keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Services and keep such records for at least 5 [five] years from the date of each such transaction;

9.19.5 obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and ancillary Services and the conduct of the business and activities of the Service Provider;

9.19.6 observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;

9.19.7 observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;

9.19.8 comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and

9.19.9 ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

9.20 The Service Provider acknowledges and agrees that it shall at all times:

9.20.1 render the Services and Adhoc Services (if applicable) and perform all its duties with honesty and integrity;

9.20.2 communicate openly and honestly with Transnet regarding the supply and performance of the Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;

9.20.3 endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;

9.20.4 ensure that all staff have the required personal protective equipment to work in the terminals and can be clearly identified;

9.20.5 use its best endeavours and make every diligent effort to meet agreed deadlines;

9.20.6 treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;

9.20.7 practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;

9.20.8 treat all enquiries from Transnet in connection with the supply of the Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

9.20.9 when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;

9.20.10 not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;

9.20.11 not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient; or engage in any other corrupt activity which shall be regarded as a material breach of this agreement and cancelled by TPT immediately

9.20.12 not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;

9.20.13 not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;

9.20.14 immediately report to TPT National Security Manager any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Services or Ahdoc Services to TPT;

9.20.15 ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;

9.20.16 not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

9.20.17 shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

9.21 In compliance with the Income Tax Act, 58 of 1962 (as amended), the Service Provider shall ensure that Transnet is placed in possession of an original, valid and unexpired Tax Clearance Certificate issued by the South African Revenue Services, over the duration of this Agreement.

9.22 Notwithstanding anything contrary thereto in this Agreement, until the Service Provider complies fully with its obligations under clause 9.3 above, Transnet has the right to withhold payment of any unpaid amounts provided for in this Agreement without prejudice to any other rights which Transnet may have in terms of this Agreement or in law; and without interest accruing on the amount or amounts withheld.

9.23 A breach by the Service Provider of its obligations under clause 9.3 above will be regarded as a material breach which will entitle TPT, at its sole election, to cancel this Agreement forthwith, without prejudice to any other rights which TPT may have in terms of this Agreement or in law.

9.24 The Service Provider and/or its subcontractor shall comply with all the requirement obligations as set out in the Labour Relations Act as well as the Basic Conditions of Employment Act as amended from time to time and ensure they treat their employees fairly.

9.7. The Service Provider shall comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to all health and safety laws and regulations, guidelines and procedures, which during the Term of this Agreement be audited by TPT as and when required. Failure in this regard shall be regarded as a material breach of this Agreement.

10 SERVICE PROVIDER'S PERSONNEL

10.2 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.

10.3 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.

10.4 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

10.5 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.

10.6 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

11.2 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet in accordance with the subcontracting template that TPT will provide.

11.3 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.

11.4 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.

11.5 Should Transnet approve the Service Provider's subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.

11.6 The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.

11.7 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service

Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

12.2 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:

a) Receipt of an undisputed invoice from the sub-contractor; and

b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.

12.3 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

12.4 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

12.5 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.2 **B-BBEE Scorecard**

c) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

d) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.

e) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:

13.2.1.1 a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and

13.2.1.2 a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.

f) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 24.

g) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 24 shall apply.

13.3 **Green Economy/Carbon Footprint**

13.3.1 The Service Provider has in its bid provided Transnet with an understanding of the Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

14 JOB-CREATION

14.2 In terms of Section 11 of the RFP, the Supplier has undertaken to create new jobs (either by them or their subcontractor) from the labour force within the region it operates in. The Service Provider shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide TPT with a report (for monitoring purposes only) in respect of the undertakings stipulated in this clause.

15 PENALTIES

15.2 **Penalties for Non-compliance to Service Level Agreement**

Where the Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at 1,5% (one point five percent) from the applicable invoice(s).

15.3 **Non-compliance penalties for subcontracting**

15.3.1 Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

15.3.2 If the Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.

15.3.3 Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

Non-compliance Penalty Certificate:

15.3.4 If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.

15.3.5 A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:

- the dispute shall be resolved in accordance with the provisions of the Agreement; and
- if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

15.3.6 Subject to Clause (e) above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

15.3.7 The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.

15.3.8 Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.

15.3.9 The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

15.4 **Non-compliance penalties for Job Creation**

15.4.1 Breach of job creation obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

15.4.2 If the Service Provider fails to achieve its job creation commitments as per their bid submission ("a **Non-Compliance**"), the Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.

15.4.3 Such penalty shall be calculated based on the difference between the committed and delivered jobs. For every job not created, a penalty of 2% of the contract value will be applied.

Non-compliance Penalty Certificate:

15.4.4 If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.

15.4.5 A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:

- the dispute shall be resolved in accordance with the provisions of the Agreement; and
- if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

15.4.6 Subject to Clause (e) above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

15.4.7 The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.

15.4.8 Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

16 FEES AND EXPENSES RELATING TO SERVICES

16.2 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

16.3 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

16.4 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:

16.4.1 are agreed by Transnet in advance;

16.4.2 are incurred in accordance with Transnet's standard travel and expenses policies;

16.4.3 are passed on to Transnet at cost with no administration fee; and

16.4.4 will only be reimbursed if supported by relevant receipts.

16.5 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

17 INVOICES AND PAYMENT

17.2 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.

17.3 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of

the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Services ordered, in terms of clause 17.5 below.

17.4 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.

17.5 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

17.6 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.

17.7 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

17.8 The Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the aforegoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

18 PRICE ADJUSTMENTS

18.2 Rates will be fixed for twelve (12) months. The second year of the contact, escalation will be according to the Consumer Price Index rate (CPI).

18.3 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Services.

18.4 Pursuant to clause 18.2 above, the Service Provider shall keep full and accurate records of all costs associated with the supply of the Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.

18.5 Should Transnet and the Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 35 of the Master Agreement [Dispute Resolution].

18.6 If during the period of this Agreement Transnet can purchase similar Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total

delivered cost of the Services purchased hereunder from the Service Provider, Transnet may notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Price of the Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

18.7 If during the period of this Agreement the Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Service Provider has an opportunity to adjust its Price for the Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

19 WARRANTIES APPLICABLE TO SERVICES

19.2 The Service Provider warrants to Transnet that:

19.2.1 it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;

19.2.2 it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;

19.2.3 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

19.2.4 it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and

19.2.5 the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

19.3 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior

notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 19.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

19.4 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

19.5 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.

19.6 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.

19.7 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 19.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 38 *[Amendment and Change Control].*

19.8 The Service Provider warrants that:

19.8.1 it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and

19.8.2 at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

19.9 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

19.10 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the

Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

19.11 In compliance with performing the the Services, the Service Provider (and its permitted subcontractor) shall comply with all relevant legislation, including (without limitation) the provisions of :

a. The ISPS Code;

b. The Compensation for Occupation injuries and Diseases Act, 1993 (Act No 130 of 1993), as amended;

c. All Provincial Ordinances and Local Authority By-Laws, (together with all relevant regulations promulgated in terms thereof) which affect its business or its employees;

d. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended;

e. The Legal Succcession to the South African Transport Services Act no 9 of 1989 (but excluding any tariff provided for in such regulation)

f. The National Ports Act 12 of 2005 and enabling legislation thereto, including the Port Rules

g. The Merchant Shipping Act 57 of 1951, Maritime Security Regulations 2004 and Maritime Occupational Safety Regulations 1994 as amended;

h. The published safety, health, environmental and quality programmes of the NPA as may be amended from time to time by the NPA;

i. The in-house specific rules and regulations of the Container Terminals as they may have been published or evolved pursuant to the provisions of Section 37(2) ofhte Occupational Health and Safety Act of 1993 (Act 85 of 1993) as amended ("the OSH Act") and at all times in accordance with such Act in a professional and workmanlike manner;

j. The terms and conditions applicable to any Stevedoring Licence which has been issued by the NPA to the Stevedore;

k. The Basic Conditions of Employment Act 75 of 1997;

l. The Labour Relations Act no 51 of 1995 and the regulations thereto;

m. Criminal Procedure Act no 51 of 1977.

n. The PSIRA Act (2015)

19.12 The Service Provider shall be liable for any breach by one or more of its permitted agents and/or sub-contractors of the provisions of this clause 19 and hereby indemnifies and holds TPT harmless against all claims, loss or damage which TPT may suffer arising out of all such breaches.

20 THIRD PARTY INDEMNITY

The Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 19.2 above.

21 TOTAL OR PARTIAL FAILURE TO PERFORM

21.2 In the case of the Services having commenced and at any point in time during the Contratual Term there is either a total or partial failure by the Service Provider to perform its obligations in terms of this Agreement due to hardship or any reason whatsoever and it is evident that there is little or no prospect, in TPT's opinion, that the Service Provider will commence with the Services within a reasonable time thus

negatively impacting the operations of TPT, then TPT may, irrespective of the cause of the delay, by notice to the Service Provider, cancel as from a future date specified in such notice the whole or any part of this Agreement in respect of which the Services are to be supplied have not been so supplied; without incurring any liability by reason of such cancellation except as provided hereunder; or

21.3 In the event that the Service Provider commences with the Services and for any reason due to hardship or any other reasons whatsoever prematurely terminates / repudiates this Agreement, TPT shall claim the costs of having to replace the Service Provider from the Service Provider, which costs shall be set off against any amounts owing to the Service Provider for Services completed.

21.4 TPT shall ensure payment for the Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

21.5 Whenever, in any case not covered above, the Supplier fails or neglects to execute the work or to deliver any portion of the Services as required by the terms of this Agreement or Purchase Order, or if any Services are rejected on any of the grounds, Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

22 NON CONFORMANCE OF SERVICES PROCURED

22.2 In the case of services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non-Conformance Report (NCR) against a Service Provider whose Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.

22.3 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 22.1 above, shall entitle Transnet to further conditions to which the Service Provider must discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.

23 REPORTING OF INCIDENTS BY THE SERVICE PROVIDER

23.2 All incidents or accidents involving the death of or injury to any person, including each criminal or culpable offence committed on the premises of TPT or damage to any property and/or cargo occasioned by the Service Provider, shall immediately be reported to the TPT Operations Supervisor on duty or in the case of criminal conduct shall be reported forthwith to the Security Manager on duty and the SAPS at the nearest local police station to the Port, within (2) two hours of the occasion thereof, or as soon as is possible after occurrence of the said incident has come to the attention of the Service Provider. A detailed written report of each such incident or accident shall be presented to TPT within twelve (12) hours after the occurrence of the said incident or accident.

23.3 A list of names and telephone numbers of TPT's duly authorised representatives to whom the indicents or accidents referred to in clause 23.1 shall be reported in the Port, shall be made available to the Service Provider on or before the Commencement Date.

23.4 In addition to what is set out in clauses 23.1 and 23.2, the salient details of all incidents or accidents occurring in the Port and/or on TPT's premises shall be recorded immediately after the occurrence thereof in an Occurrence Book, which shall be kept by the Service Provider at its own cost and remain available for inspection by TPT at any reasonable time in a pre-arranged office. All incidents and/or accidents are to be reported to the Supervisor on duty prior to shift change over by the Service Provider's Supervisor on shift at the time that the incident / accident took place.

23.5 Claims in which TPT has been held responsible and has been determined by the Terminal Claims Committee, that the Service Provider Personnel were negligent will be brought to the SLA meetings and the Service Provider will be expected to attend to settlement for either full costs of damage or a portion thereof in relation to liability for the damage, dependent of the circumstance of the claim as deliberated by the Terminal Claims Committee. The claims for which the Service Provider is responsible needs to be provided with damage and investigation reports together with a copy of the information noted in the occurrence book at all times.

24 RIGHTS ON CANCELLATION

24.2 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 21 *[Total or Partial Failure to Perform]*, Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Service Provider's default. Any costs recovered in terms of this clause 24.1 cannot exceed the contract value.

24.3 Any amount which may be recoverable from the Service Provider in terms of clause 24.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

25 BREACH AND TERMINATION

25.2 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.

25.3 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.

25.4 To the extent that any of the Deliverables and property referred to in clause 25.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.

25.5 In the event that this Agreement is terminated by the Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 25 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

25.6 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

25.7 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:

25.7.1 a voluntary arrangement or composition or reconstruction of its debts;

25.7.2 its winding-up or dissolution;

25.7.3 the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;

25.7.4 any similar action, application or proceeding in any jurisdiction to which it is subject.

25.8 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

25.9 Notwithstanding this clause 25, Transnet may cancel this Agreementwithout cause by giving 60 [sixty] calendar days prior written notice thereof to the Service Provider, or

25.10 In respect of all strike action between the service provider and its employees, the service proider agreens to comply fully with the following provisions:

a) in the event that an issue in dispute between the Service Provider and its employees, which might potentially become the subject of strike action, is referred to either the CCMA or a bargaining council, the Service provider shall, within 24 hours of receipt by it of notification of such referral, advise TPT in writing of the nature of the dispute and that it had been so referred;

b) the Service provider shall advise TPT in writing of the date of any conciliation process enrolled by the CCMA or bargaining council in respect of such dispute within 24 hours of receipt by it of notice of such enrolment;

c) if a certificate is issued by the CCMA or bargaining council to the effect that the aforesaid dispute remains unresolved, the Service Provider shall furnish TPT with a copy of such certificate immediately upon receipt thereof;

d) if no such certificate is issued, but the dispute remains unresolved after the laps of 30 days, or any agreed further period referred to in section 64(1) of the Labour Relations Act, from the date of referral to the CCMA or bargaining council, the Service Provider shall, immediately upon such laps of 30 days or such agreed period, advise TPT, orally and in wirting, of the fact that the dispute remains unresolved;

e) the Service Provider shall, immediately upon receipt by it of any notice of commencement of a strike by its employees, and whether or not it contends that such notice complies with the provisions of Section 64(1) of the Labour Relations Act, furnish TPT with a copy of such notice;

f) the Service Provider shall ensure that any strike action by its employees in no way takes place on or near the port premises of TPT and in the event that this is anticipated the Service Provider shall inform TPT immediately, both orally and in writing, of any strike action commenced by its employees at the premises of TPT in which case TPT shall exercise its rights to seek urgent relief against the Service Provider and its employees to prevent such strike action taking place on TPT premises to ensure TPT operations are not disrupted;

g) the employees of the Service Provider shall not be allowed onto premises of TPT for any purposes other than the rendering of the Services and the Service Provider shall be responsible for the removal of any of its employees conducting any activites on the premises other than the rendering of the Services in terms of this Agreement;

h) unless notified otherwise in writing by TPT, the Service provider shall immediately replace any striking employees with suitably qualified employees so that the operations of TPT are not disrupted in any way. Any additional costs that may arise as a result of the aforementioned replacement labour, or any replacement labour arranged by TPT following such notification to the Service provider in writing, shall be for the account of the Stevedore which shall be set off against any amounts owing to the Service Provider;

i) the failure by the Service Provider to comply with the provisions of this clause shall constitute a material breach of this agreement entitling TPT to cancel it with immediate effect;

j) in the event of TPT incurring any loss and/or damage as a result of the strike action of the Service Provider's employees, the Service Provider shall be liable to TPT for the payment of such loss and/or damage.

k) The provisions of this clause shall apply whether or not the strike action referred to complies with the provisions of Chapter IV of the Labour Relations Act.

25.11 The provisions of clauses 2 *[Definitions]*, 19 *[Warranties]*, 24 *[Rights on Cancellation]*, 29 *[Confidentiality]*, 31 *[Limitation of Liability]*, 32 *[Intellectual Property Rights]*, 35 *[Dispute Resolution]* and 39.1 *[Governing Law]* shall survive termination or expiry of this Agreement.

26 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

26.2 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:

a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Service Provider to an FSP or State Institutions;

b) The written request for cession must be by the Service Provider and not a third party; and

c) The written request by the Service Provider must be accompanied by the cession agreement.

26.3 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

27 FORCE MAJEURE

27.2 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the aforegoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

27.3 To enable the other party to assess the validity, nature and extent of any claim of the occurrence of a Force Majeure Event, the Party claiming that a Force Majeure Event has occurred is required to disclose to the other Party all supporting documentation and information reasonably requested by the other Party to enable the other Party to undertake its own investigation into the alleged Force Majeure Event.

27.4 If either Party is prevented from, or delayed in performing any of its obligations as a consequence of a Force Majeure Event, such Party shall, to the extent so prevented or delayed by the Force Majeure Event, be relieved of the liability for the delay or failure to perform its obligations under this Agreement and the consequences of such delay or failure, provided that, if a Party is delayed in performing its obligations by a Force Majeure Event, it must immediately perform the relevant obligation as soon as it is able to do so.

27.5 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

28 PROTECTION OF PERSONAL INFORMATION

a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for

the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

i. they process personal information only for the express purpose for which it was obtained;

ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;

iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;

iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;

v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;

vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;

vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

28.2 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.

28.3 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.

28.4 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all

information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.

28.5 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.

28.6 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

28.7 Personal Information security breach:

a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.

c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.

d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

29 CONFIDENTIALITY

29.2 The Parties hereby undertake the following with regard to Confidential Information:

29.2.1 not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand

and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;

29.2.2 not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;

29.2.3 not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;

29.2.4 not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;

29.2.5 not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;

29.2.6 Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;

29.2.7 the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;

29.2.8 each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;

29.2.9 each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;

29.2.10 each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party

disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and

29.2.11 each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

29.3 The duties and obligations with regard to Confidential Information in this clause 29 shall not apply where:

29.3.1 a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or

29.3.2 was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

29.3.3 can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

29.3.4 is independently developed by a Party as proven by its written records.

29.4 This clause 29 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

30 INSURANCES

30.2 The service provider shall take out comprehensive all risk asset insurance in respect of any assets brought onto TPT property by the service provider. TPT shall under no circumstances be liable for the assets of the service provider.

30.3 Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all third-party liability risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

30.4 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.

30.5 Subject to clause 30.5 below, if the Service Provider fails to effect adequate insurance under this clause 30, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.

30.6 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 30.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

31 LIMITATION OF LIABILITY

31.2 The Service Provider's liability under this clause 31 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Services or ancillary Services, including the quality of the Services or adhoc Services or any materials delivered pursuant to this Agreement.

31.3 Neither Party excludes or limits liability to the other Party for:

31.3.1 death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or

31.3.2 fraud or theft by other party.

31.4 The Service Provider shall indemnify and keep TPT indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause 31.3 shall be limited to direct damages.

31.5 Subject always to clauses 31.1 to 31.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

31.6 Subject to clauses 31.1 to 31.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.

31.7 If for any reason the exclusion of liability in clause 31.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 31.3 above.

31.8 Nothing in this clause 31 shall be taken as limiting the liability of the Parties in respect of clauses 29 *[Confidentiality]* and 32 *[Intellectual Property Rights]*.

32 INTELLECTUAL PROPERTY RIGHTS

32.2 **Title to Confidential Information**

32.2.1 Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual

Property that is proprietary to Transnet. For the avoidance of doubt all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.

32.2.2 Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.

32.2.3 The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.

32.2.4 The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

32.2.5 The above shall not pertain to any software licenses procured by the Service Provider from third parties and used in the supply of the Services.

32.3 **Title to Intellectual Property**

32.3.1 All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.

32.3.2 Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.

32.3.3 Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.

32.3.4 No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

32.3.5 Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

32.4 **Title to Improvements**

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

32.5 **Unauthorised Use of Confidential Information**

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

32.6 **Unauthorised Use of Intellectual Property**

32.6.1 The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.

32.6.2 It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.

32.6.3 The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.

32.6.4 If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

33 NON-WAIVER

33.2 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

33.3 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

34 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

35 DISPUTE RESOLUTION

35.2 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

35.3 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Durban.

35.4 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

35.5 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 35.

35.6 This clause 35 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

35.7 This clause 35 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

36 ADDRESSES FOR NOTICES

36.2 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

36.2.1 **Transnet**

36.2.1.1	For legal notices: …… …… …… Fax No. …… Attention: Transnet Port Terminals Legal Department

36.2.1.2 For commercial notices:

.....

.....

.....

Fax No. .....

Attention: .....

36.2.2 **The Service Provider**

36.2.2.1 For legal notices:

.....

.....

.....

Fax No. .....

Attention: .....

36.2.2.2 For commercial notices:

.....

.....

.....

Fax No. .....

Attention: .....

36.3 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

36.4 Any notice shall be deemed to have been given:

36.4.1 if hand delivered, on the day of delivery;

36.4.2 if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or

36.4.3 if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

37 WHOLE AND ONLY AGREEMENT

37.2 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.

37.3 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

38 AMENDMENT AND CHANGE CONTROL

38.2 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

38.3 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 35 *[Dispute Resolution*].

39 GENERAL

39.2 **Governing Law**

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

39.3 **Change of Law**

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 35 [*Dispute Resolution*] above.

39.4 **Counterparts**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

40 DATABASE OF RESTRICTED SUPPLIER

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

For the provision of phyical guarding security services (referred to as "security services") for Transnet SOC LTD (reg. no.1990/0000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at all terminals (i.e. Richards Bay (including kendal), Durban, Port Elizabeth (including Lohatla), Ngqura, East London, Cape Town and Saldanha for a period of two (2) years

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of **TRANSNET SOC LTD** duly authorised hereto	For and on behalf of **.....** duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:
Name:	
Position:	
Signature:	
Date:	
Place:	

AS WITNESS: Name:	**AS WITNESS:** Name:
Signature:	Signature:

AS WITNESS: Name:	**AS WITNESS:** Name:
Signature:	Signature:

TRANSNET

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	**STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF PHYICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO.1990/0000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.**
SERVICE PROVIDER	**……**
CONTRACT NUMBER	**iCLM HQ 1041/TPT**
DURATION	**TWO (2) YEARS**
COMMENCEMENT DATE	**……**
EXPIRY DATE	**…… OR AT THE DATE OF DEPLETION OF CONTRACT VALUE; WHICHEVER COMES FIRST**

With reference to the Standard Terms and Conditions of Contract, Reference Number iCLM HQ 1041/TPT dated ..... , ("Contract") between Transnet SOC Ltd ("Transnet") and ..... (the " Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is the provision of physical guarding security services (referred to "Security Services") for a period of two (2) years. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

Please refer to the scope of work attached hereto as **"Annexure A"**

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	
Designation	
Operating Division	Transnet Port Terminals
Address	
Telephone	
Email	

Service Provider's Account Manager	
Designation	Director
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding ……. (including VAT) over the contract period of two (2) years.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Name.....

Position.....

Date.....

Signature.....

Name.....

Position.....

Date.....

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

i. by email transmission – when the sender receives confirmation of receipt;

ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider	**Transnet**
Addressee:	Addressee:
…….	Transnet SOC Ltd
Attention: ……	Attention: Transnet Port Terminals Legal Department
Physical Address:	Physical Address:
…… …….. ……..	2nd floor Anton Lembede Street Durban 4001
Postal Address:	
…… …….. ……..	Postal Address: P.O. Box 10124 Marine Parade Durban 4056
email:	Tel.: +27 31 308 8223
……	

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: …… 20--

I (*name*) …….

Of (*address*) …….
…….
…….

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and

2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

a. information relating to methods of operation, data and plans of the disclosing Party;
b. the contents of this Agreement;
c. private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
d. any information disclosed by either Party and which is clearly marked as being confidential or secret;
e. information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
f. information relating to the past, present and future research and development of the disclosing Party;
g. information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
h. information contained in the software and associated material and documentation belonging to the disclosing Party;

i. technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
j. Copyright works;
k. commercial, financial and marketing information;
l. data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
m. plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
n. information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
o. information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____20--

(Signature) .....

in the presence of:-

Witness name: .....
Witness Signature: .....
Witness address: .....
.....

PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS,
SERVICE LEVEL AGREEMENT BETWEEN TRANSNET PORT TERMINALS

No.	TASK			PARTY		WHEN	FREQUENCY	KPI	MEASUREMENT	COMMUNICATION MODE / FORMAT	SENT TO	MEASUREMENT		
				Service Provider	TPT							WEIGHT	TPT	Service Provider
1	Management of capacity	Planning	The contractor shall post the security officers for duty at designated posts indicated by the Client. These nominated posts may vary from time to time according to the operational requirements of the client.	X	X	Commencement of contract	As and when changes	Supply of the correct graded guards at designated deployment area	All deployment areas covered	wrtten/posting sheet	Site manager/designated rep	5		
			Risk Assessments regularly conducted to assist TPT in identification of emerging risks	X	X	Quaterly	As and when it occurs	Risk Assessment reports	Action plans developed to mitigate the risk	Written report	Security Manager	5		
			The contractor shall post security officers who have underwent the necessary security induction and formal training (incl. breathelyser operator training)	X	X	Commencement of contract and as required in Master Agreement	Bi-annual	Security officer's file and roster	Attendance list	Roster	Security Manager	5		
		Operations	Arrival time of security officers and supervisor at the beginning of shift -	X		Start of shift 05:45 / 17:45 respectively	For each shift	Timeous start of shift	100% adherence to shift patterns	Posting sheets/ Shift Roster	TPT security supervisor	5		
			Conformance to individual site specific job descriptions/work instructions	X		Duration of the shift	Daily	100% adherence site instructions	No non conformances to site specific job descriptions	weekly meeting	Site manager	5		
			Adequacy of response to incidents & emergencies. Participation in drills and exercises	X		As and when it occurs	As and when it occurs	Response to incidents, emergencies and planned drills and exercises	Within an agreed time	radio	control room/supervisor	5		
			Effectivenes of communication mechanisms	X		Daily	Daily	Radios in a working order with a dedicated frequency for each terminal (if required)	Hourly radio test to be conducted	radio /recorded on OB	Service Provider's Control room	5		
			In-service training conducted to ensure compliance to site instructions/safe work procedure	X	X	As and when it occurs	Weekly	100% adherence site instructions	Shift reports	weekly meeting	TPT security supervisor	5		
			No Post Disertion	X		Daily	For each shift	Continuous controls for the proctection of clients employees/visitors/assets/cargo from exploitation/criminal intent	Post manned for full duration of shift Site visits by supervisor twice per shift for each deployment area	OB ENTRYand deficiency form	Security Manager	5		
2	Regulatory Compliance	Safety and Security Requirements	The contractor shall provide the personal protective uniform and equipment to enable the security officers to perform their duties in terms of this agreement. Officer presentation (parading) and Quality of guard identifications equipment and requirements	X		Commencement of shift	Daily	All guards in full uniform/ PPE	Posting/Inspection sheets Daily shift parade	Written / by hand	TPT security supervisor	5		
			The contractor shall ensure that all security officers deployed on site is sober and fit for duty - TPT will verify such by means of breathalyser and/or drug testing	X	X	Commencement of shift	Daily	All security officers fit for duty	Blow red reports	Written report	TPT security supervisor	5		
			Reporting of all Incidents, events or accidents	X	X	Immediately	As and when occurred	All incidents, events or accidents to be reported timeously	Recorded in occurrence book and detailed report submitted (to include time of incident and time of report)	Radio/ Occurrence book & report	TPT Control Room and Security supervisor	5		
			Completion of guard file (medicals, criminal, etc)	X		Always	Always	completed file with relevant valid certificates	completed file with relevant valid certificates	Files	Security Manager	5		
			Planned job observations done to ensure that security function is performed in a safe manner	X	X	Always	Always	No fatalities, disabling injuries or safety incidents	DIFR Rate for security personnel PJO forms completed	Weekly meeting/ written report (WCL2)	Security Manager	5		
			All security personnel and representatives must be safety inducted, with relevant certificates	X		Daily	Always	100% induction	Induction certificate	Written / by hand	Security Manager	5		
3	Invoicing and payments		Receive and check documentation and arrange for electronic payment	X	X	Before the 6th of the month	Monthly	Service Provider paid 60 days from invoice	Timeous receiving of statements from service providers and timeous payments to service providers	original invoice delivered by hand	Security Manager	5		
	Penalties		Payment of penalties	X		As and when it occurs	As and when	Penalties settled by service provider in the month following the month in which the penalties were raised	Reconciliation	Written credit note	Security Manager	5		
	Claims		Finalization of liability claims submitted within 30 days		X	As and when it occurs	As and when	Claims payment	Claims register	claim notification	Service Provider	5		
4	Non- conformances		Number of non-conformances issued	X	X	As and when it occurs	As and when incident occurs	Non conformances identified and lodged with the relevant person. Closing of non conformances within 7 days	Corrective actions taken to avoid recurrence	Non conformance report / Deficiency form	Security Manager	5		
5	Continuous Improvement		New innovative ideas and recommendations to improve the controls, safety of all clients assets	X	X	Quaterly	Weekly	Regular exchange of new controls	Regular exchange of ideas	Monthly meeting	Both Parties	5		
	Legends:		1 = Unacceptable; 2 = Below Standard; 3 = Acceptable; 4 = Excellent									100		

Minimum theshold to be achieved is 90%

If the scoring is below this target, Transnet has the right to issue a first written warning regarding unsatisfactory performance to the supplier

Reviewed and accepted by Service Provider:	**Reviewed and accepted by Transnet:**
_____	_____
Name: **Designation:** **Date:**	**Name:** **Designation:** **Date:**

Possible total of 40	Possible total of Total 80
0%	0%

ANNEXURE C

SERVICE LEVEL AGREEMENT ("SLA")

in respect of the provision of

SECURITY SERVICES

entered into by and between

TRANSNET SOC LIMITED Ltd
Registration Number 1990/000900/30

A public company with limited liability and duly incorporated
in compliance with the company laws of the Republic of South Africa

Operating as
Transnet Port Terminals
Registration number 1990/000900/30 –
Transnet Building
202 Anton Lembede Street
Durban
4001

(hereinafter referred to as the "TPT")
and

XXXXXXXXXXXXX

Registration Number **XXXXXXXXXXXX**

(hereinafter referred to as the "Service Provider")

SAMPLE

SERVICE LEVEL AGREEMENT ("SLA")

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC LTD [REGISTRATION NUMBER 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

By XXXXXXX XXXXXX SERVICES

Tender Reference: iCLM HQ 1041/TPT

1. Parties to the SLA

1.1 The Service Level Agreement will be executed by and between TPT at XXXX Terminal in the Port of XXXX and XXXXX XXXXX Services (the Service Provider).

2. Purpose

2.1 The purpose of the Service Level Agreement is to define the Security Services offered by the Service Provider and the Security Services required by TPT (applicable to both parties) and to quantify these Security Services, where possible.

2.2 This Service Level Agreement also defines the special conditions that will apply for the duration of the Agreement, if any.

3. Scope

3.1 The MASTER AGREEMENT indicates the Effective Date of the Security Service and the Security Service shall continue to operate until the Termination Date as stated in the Master Agreement, unless terminated by the TPT in terms of clause 6 of the MASTER AGREEMENT.

3.2 The scope of the Security Services provided by the Service Provider is summarized as to provide an effective, efficient and professional Security Service to TPT whereby:

- The TPT's assets, plant, equipment, infrastructure and people, including information, are safeguarded;
- TPT Customers cargoes received, released and kept in storage by TPT are safeguarded;
- Identify, assess, report and react to security risks, threats and vulnerability to prevent such incidents from happening;
- Align to the provisions of the ISPS Code ("the Code") and as a minimum, instill in its workforce, a culture of conformance to the Code in terms of knowledge and awareness, accreditation and compliance with the relevant aspects of the Code and TPT Security Plans;
- Full compliance to all related Transnet / TPT Security Strategy, Policy, Standard Operating Procedures and Job Descriptions/Work Instructions; and
- Adequate communication and written reporting on all matters of security.

3.3 Note that an additional description of work (Security Services) that is site-specific is included as per:

- Annexure "A" – Works document (Resources required as per Pricing schedule)
- Annexure "B" – Job Descriptions/Work Instructions per site/deployment area

4. Responsibilities

4.1 TPT must ensure that the implementation of, adherence to and dissemination of the provisions of this Agreement are clearly articulated to the Service Provider. This is observed through the following:

- Signed MASTER AGREEMENT between TPT and XXXX
- Signed SLA between TPT and XXXX (this document)
- Service Provider Management Induction Programme
- Additional Induction Programs at all relevant TPT Sites, including safety induction

4.2 The Service Provider must ensure a clear understanding of its obligation in terms of the SLA and that the necessary care and diligence is continuously exercised in fulfilling its duties in terms of the MASTER AGREEMENT and the SLA.

5. Training

5.1 Further to paragraph 9.3 of the Master Agreement, the following additional training requirements apply:

- A SASSETA qualification equal to the PSIRA training certificate for a specific grade will also be accepted
- The proof of ISPS Code training will be a certificate issued by a competent authority that the security official has attended and passed a training course in maritime security as prescribed in SAQA Unit Standard 252174

5.2 TPT reserves the right to require security officials to write an exam paper to test their knowledge on the ISPS Code and Site Instructions to ensure that security officials are competent, as required by Rule 140 of the Port Rules promulgated under the National Ports Act, 2005

6. Communication Forums

6.1 Authorized officers and members of the Service Provider and TPT must attend scheduled and emergency communication forums.

6.2 The following are key contact persons at TPT Port of XXX:

- Security Manager & Contact number(s)

6.3 The following are key contact persons at XXXX Services:

- Area/Site Manager & Contact number(s)
- Site Inspector & Contact number(s)

6.4 The following minimum communication forums apply:

- Monthly Meetings will be held at the Port of XXXX on the last Wednesday of every month between 12H00 and 14H00.
- Weekly, Ad hoc and or Emergency Meetings

The venue for the above meetings will be confirmed prior to the meeting.

6.5 The following items will form part of every Agenda for the weekly and monthly meetings:

1. Welcome
2. Present & Apologies
3. Confirmation of Previous Minutes
4. Matters Tabled For Discussion
5. Matters Arising
6. Standing items for discussion
   - 6.1. Security Incidents – reports, corrective action, etc.
   - 6.2. Disruptive Operations planning
   - 6.3. Contract Management
     1. Officer files update
     2. Penalties sign off
     3. Performance Balance Scorecard sign off (monthly meeting only)
     4. Other (e.g. Claims, Training, Safety inductions, Medicals, etc)
   - 6.4. Emerging Security Risks Identified and Action Plans
   - 6.5. Occupational Health and Safety minutes – items for action (monthly meeting only)
7. New Matters
8. Conclusion

7. Equipment

The following equipment need to be supplied by the Service Provider for use in the Terminal by the officers:

7.1 All equipment as listed in clause 9 of the MASTER AGREEMENT except for firearms, visitor's register and declaration register (both registers supplied by TPT); and

7.2 All Terminal specific Personal Protective Equipment (PPE) is required:

- The list of the specific PPE requirements for each terminal is listed on the "Scope of Work" and pricing schedule

7.3 The following facilities/equipment on TPT asset register is provided to XXXX for use during the contract period as per the MASTER AGREEMENT:

- List facilities/assets provided i.e. guard huts (temporary), tables, chairs, urn/kettle, microwave, etc.

Complete a separate "handing over" certificate which list all existing damages and on which the service provider's delegated authority sign for receipt of the equipment/facilities.

8. Ad Hoc and Emergency services

8.1 TPT will have control and monitor processes to procure ad hoc and/or emergency services.

8.2 Ad hoc and/or emergency services are determined within the discretion of the TPT depending on the circumstances and the required type of special security arrangements. These requirements will be formally communicated to the Service Provider as prescribed in paragraph 9.20 of the MASTER AGREEMENT.

8.3 Ad hoc and/or emergency services will be utilized for exceptional purposes only and will be of a temporary nature.

8.4 Annexure "C" – Change Request Form, will be used as documentary proof for the sourcing of ad-hoc and/or emergency services. All telephonic requests by TPT authorized personnel for these services, will be followed up in writing within 2 hours of the request. Should the cause of the emergency prevent this, the request must be appended in writing, as soon as possible and within reasonable time limits.

9. Performance measurements

9.1 TPT has a monthly performance measurement tool for specific Security Services provided and is attached as:

- Annexure "D" – SLA Performance Balance Scorecard

9.2 The following performance indicators are relevant:

9.2.1. For scores out of 5:

1 = Unacceptable,
2 = Below standard,
3 = Acceptable &
4 = Consistently exceeding TPT expectations

9.3 Notwithstanding the terms & conditions contained in the MASTER AGREEMENT, the following areas will form part of the SLA Performance Balance Scorecard:

1. Management of Capacity
    i. Planning
    ii. Security operations
2. Legislative Compliance
    i. Safety and Security Requirements
    ii. PSIRA registration valid for each guard placed at the TPT Terminal.
    iii. PSIRA training undertaken for each guard placed at the TPT Terminal
3. Invoicing and Payments on time
4. Penalties
5. Incident Register in place
6. Incident Register updated monthly and signed off by both Parties
7. Non-conformances issued
8. Improvement measures to be put into place

9.4 The information will be conveyed monthly to the office of the Head of Security Office for the monitoring of service levels and if it is still to the expectation of TPT.

9.5 TPT and the Service Provider agree to remove any cause of non-performance and to take corrective action without delay.

9.6 In the event of an unplanned and illegal strike of the work force of the Service Provider, TPT has the right to appoint an alternative Service Provider for the duration of the action at the cost of the Service Provider.

10. Incident reporting

10.1 Records of incidents and transgressions across the Port of XXXX must be reported not later than at the end of the shift to the TPT Security representative on duty.

10.2 Serious incidents or incidents of a criminal nature that may attract media coverage must be reported immediately to the TPT Security representative.

10.3 The incident report attached as Annexure "E" must be used to report security incidents.

11. Penalties

Penalties for non-conformance will be raised as per following ratings to the TPT sites:

- As per Annexure "F" – Risk rating of all TPT facilities is "High"

12. Contingency Plan and Risk Assessment

12.1 A Security Risk Assessment, using a recognized risk management methodology, must be conducted regularly (at least once a quarter) in collaboration with the TPT Security Manager to ensure that security measures are aligned to the security risks and threats. The risk assessment must also indicate the recommendations to mitigate the identified risks and threats.

12.2 TPT has business continuity, contingency and emergency response plans to cater for the following:

- Major business interruptions
- Emergency events (Safety and Security incidents)
- Labour/Protest action

12.3 Accordingly, the Service Provider will provide TPT with their contingency arrangements and ensure that the data provided to TPT remains current.

12.4 The Service Provider will formally report any 'new' or emerging risk(s) or security threat(s) to the TPT Security Manager immediately when they observe and/or gain knowledge thereof.

12.5 It is expected that the Service Provider will also draft contingency plans for the effective continuation of service when required by the TPT. Examples of events that require contingency plans are:

- Major events hosted by Transnet or Government that may have an impact on security operations within the Port;
- December festive period;
- Easter holiday;
- Shut down of port operations as agreed with TPT recognized labour unions

13. Job Descriptions

13.1 TPT will provide job descriptions for all premises and areas under its control.

For detail refer to Annexure "B" – Job Description per site

14. Review

14.1 Performance levels against the SLA will be reviewed quarterly. The monthly Performance Balance Scorecard will be used as source document for the quarterly review and to track improvements or declines in the Security Service.

15. Request for Change

15.1 All changes to the Work Document as stipulated in Annexure "A" will be effected by TPT, using the Security Change Request Form – see Annexure "C" of this Service Level Agreement.

15.2 All approved changes to be communicated in writing to the Service Provider by the TPT Security Manager.

16. Removal of officers

16.1 In the event that the actions or performance of an officer is to the detriment of TPT or creates a risk exposure, the immediate removal of such officer will be requested telephonically by the TPT Security Manager or his appointed delegate. The reasons for such removal will be documented on Annexure "G" – Removal of Security Officer from Site.

16.2 An officer removed from a TPT site will not be re-deployed onto another Transnet site without the written consent of the Security Manager where the person will be re-deployed.

16.3 In the event that security officers are suspected of involvement in any criminal activity, they must be subjected to a polygraph test or screening by an independent service provider, at the cost of security service provider. The security service provider cannot conduct its own polygraph tests or screening, if it does have this capability available in-house.

Signed at _____ on this _____ day of _____ 20__

WITNESSES: **Service Provider: XXXXX**

1. .....

2. .....

_____

NAME AND DESIGNATION OF SIGNATORY
WHO WARRANTS THAT HE IS DULY
AUTHORISED THERETO

Signed at _____ on this _____ day of _____ 20__

WITNESSES:

1. .....

2. .....

TPT – Port of XXXXXX:

_____

Name
Terminal Manager
Port of XXXX

Transnet Port Terminals– Security Resource Requirement
Port of XXXX

Location	Security Grade	Hours of Duty	Days per week	Officer per shift Day	Officer per shift Night	Duties	Equipment
		REFER TO SCHEDULE 1 OF THE MASTER AGREEMENT ("SCOPE OF WORK")					

XX Day Shift
XX Night Shift
Total Contract Security Guards = XX

SAMPLE

Annexure B – Job Descriptions

1. Roles & Responsibilities: Supervising Inspector

Notwithstanding the terms and conditions of the MASTER AGREEMENT the Supervising Inspector:-

- must at all times protect the interests of TPT to the best of his/her ability, in accordance with the laws and with due regard to the interest of all other interested parties.
- shall ensure that the employees deployed at TPT are trained to render the Security Services, are provided with the correct equipment to render the Security Services and are trained to use the equipment effectively.
- shall carry out a minimum of two site inspections per shift
- must assess vulnerability, identify security risks, evaluate controls and recommend immediate steps if a threat is identified
- must make an entry of his/her visit in the occurrence book (OB) on each visit, stating the time and details of any observations.
- is required to maintain a close liaison with the TPT Security Department and report any emergency or immediate threat to the TPT Security Supervisor on duty.
- will issue an incident report to TPT Security Department on any security breaches which occurred within their area of control not later than the end of the working shift within which the incident occurred.

2. Roles and Responsibilities of the Security Officers

- Every security officer that is deployed to render the Security Service to TPT must be reliable, fully and correctly informed his/her employer of the level of training, skill, experience and qualifications that he/she has attained and is properly trained and able to effectively use the equipment that he/she is issued with to render the required Security Service to TPT.

(a) Access Control – Administrative buildings

The security officer will enforce access control as follows:

TPT Staff

- All TPT staff will be in possession and display or produce a TPT ID card with a clear photo before entry to the building.
- All staff shall use their own security access cards to gain entry through electronic doors.
- Staff who have no ID card or access disk must fill in the visitors register.
- All staff that enters the building after hours, weekends or public holidays must report at security who will note the visit in the OB.
- Staff not in possession of a permanent authority for equipment issued to them, must be in possession of a letter of authorization to remove equipment from the building. This refers specifically to laptop computers and other electronic equipment. The letter of authorization must include the following:
  - Type of equipment *(e.g. Toshiba Pocket PC e350)*,
  - Model Number *(e.g. PSA50 YXT)*,
  - Serial Number *(e.g. 12345678G),*
  - Issued to - *(Full Name, Department, Phone, ID Number, Signature)*
  - Authorised by – (*Full Name, Department, Phone, Signature)*
  - Authorisation period
  - Date

- A copy of the letter of authorization for all staff that have authorization to be in possession of electronic equipment must be available on file at the security desk for control purposes

Visitors & Contractors / Service Providers

- All visitors must show a valid photo ID and sign the visitors register prior to entry

- All visitors will declare their laptops and record the details in the relevant space in the visitor's register, the machine type *(e.g. Toshiba Pocket PC e350)* and Serial Number *(e.g. 12345678G)*
- When visitors leave the building with electronic equipment the recorded details must be compared with the declared items and the security officer will sign the equipment out.
- When visitors exit the building with electronic equipment that was not previously recorded, such details must be recorded in the Register together with a copy of an authorization letter by the relevant Head of Department or Designate. Only then will the security officer sign the equipment out.
- Upon arrival scheduled / pre-authorized Visitors must declare their business and security/reception will phone the host who will meet the visitor at security/reception and escort them to the area of business within the building. Visitors must be escorted back to security upon completion of their business.
- Visitors must not be allowed to remove any TPT property without proper written authority.
- All unofficial / unscheduled visitors shall only be allowed access to a designated area when they are met by an authorized escort from the security reception area.
- All visitors carrying packages and baggage must declare the contents. Where X-Ray machines are in use, these packages/baggage must be scanned.
- The same procedures apply for the control of cleaning personnel who enter buildings after normal working hours

(b) Access Control – Operations area

The security officer will enforce access control to all persons (excluding drivers and assistants of Road Hauler Vehicles delivering cargo) who require access to the operational areas of terminals as follows:

- At all terminals where a shuttle service is operational the procedures as set out in the "Procedure for Operating a Shuttle Service" need to be followed.

- At all other terminals the same procedure for access to the administrative offices applies with the following additional requirements:

    - Security officer ensures that person complies with TPT Conditions of Entry and that PPE is available and worn.
    - TPT representative from the relevant department is called to confirm appointment.
    - Person completes access control register and visitors permit is issued.
    - After business is complete the person must proceed to the terminal access gate.
    - Security officer verifies that no unauthorized items are removed from site.
    - Security officer collects visitors permit and release person to exit terminal area.

(c) Deliveries into the operational area

- The delivery company representative presents her/himself to the security officer at the access gate to the operational area.

- The security officer verifies the delivery note to ensure the end destination is correct, affix a gate control date stamp on the delivery documents as confirmation that the delivery/company representative passed through the security control point and allows access to the operational area subject to safety requirements.

- Security officer informs the relevant department telephonically of the delivery and requests a representative to receive the delivery at the relevant delivery point.

- After delivery the TPT representative stamps the delivery note and requests the person to proceed to the exit gate where security officer will verify that all items were delivered and search the vehicle to ensure that no unauthorized items are taken out of the terminal.

(d) Access to ships/quayside

All access to ships by persons/service providers who are exempted from using the shuttle service or where a shuttle service is not available (agents, stores, bunkering, ship repairs, surveyors, etc) must be dealt with as follows:

- Security officer verifies the request for entry through perusal of the delivery note, order form or other form of authority to enter terminal;
- Security officer verifies credentials of vehicle and occupants to ensure vehicle and occupants are accredited as required by TPT Conditions of Entry;
- Security officer captures visit in relevant register, searches vehicle if required, ensures occupants have the necessary PPE and allow access to terminal;
- Upon exit from the terminal the security officer will perform the necessary searches, document control, if required and capture the exit in the relevant register and allow vehicle and occupants to leave.

(e) Delivery of Cargo

The following procedure will be followed for vehicles delivering cargo to the operational area of the terminal:

- Security verifies the request for entry through perusal of delivery note, booking order form or other form of authority to enter terminal;
- Security officer verifies credentials of vehicle and occupants to ensure vehicle and occupants are accredited as required by TPT Conditions of Entry;
- Security officer allows cargo controller, if applicable to capture the visit as required by operational procedures, searches vehicle, ensure occupants have the necessary PPE and allow access to terminal;

Upon exit from the terminal the security officer will ensure that exit is captured by cargo controller, if applicable, perform the necessary searches and capture the exit in the relevant register and allow vehicle and occupants to leave.

(f) Communications

- An Instruction Register shall be maintained as a means of communicating concise instructions or information to Service Providers personnel originating from the TPT Security department
- Security Officers shall have the ability to communicate quickly and effectively and to operate all communication equipment efficiently
- Security Officers must be competent in after hour and emergency communications procedures and the correct radio procedures.
- Emergency numbers must be clearly displayed in the security reception area and the Security Officer must be aware of the current emergency / duress code to be used when reporting a volatile situation, including reports to SAPS or Security Control Rooms.

(g) Deliveries & Mail

- Security officers must be able to identify or recognize letters and parcels that may contain hazardous substances or explosives
- All deliveries / collections must be scheduled in advance by department heads
- Security officers must receive prior notification of such delivery / collection details (who, what, when, how)

- Upon receiving / collection of goods or equipment, Security officer will compare that to a corresponding pre-schedule entry
- All deliveries / collection must have valid documentation
- Under no circumstances will security officers accept deliveries / collection without supporting documentation
- No deliveries / collection must be kept in the security area without the accompanying documentation; the security officer shall inform the relevant department of any delivery received
- All courier packages must be checked and identified at reception in the courier' presence prior to accepting such packages.
- Housekeeping must be maintained at all times

(h) Video surveillance & Intruder Detection Systems (where required by TPT)

- The security officer will monitor the video surveillance cameras and record and report any suspicious incident immediately to his supervisor or TPT Security Management.
- Special attention must be given to security high risk areas, i.e. insert areas for terminal
- Any incident must be recorded onto DVD/mass storage device for future record purposes and must be provided to the TPT Security Manager for safe keeping and further disposal.
- An intruder detection system / alarm register must be maintained at terminals where this is not integrated into the CCTV system, to record the following :
    - All activations and the reasons
    - Action taken and result
    - Arrests made (provide details of suspect)
    - SAPS case number
    - All maintenance calls and/or services
    - All test activations
    - All Notification of faults or requests to the alarm response company.

(i) Employee parking (where applicable)

- The security officer shall monitor all parking around the building;
- The security officer will ensure that TPT staff / Visitors obey the traffic rules within the area;
- The security officer will immediately report any suspicious vehicles or activities to his/her Supervising Inspector;
- The security officer will not allow vehicles to be parked in areas not demarcated for this purpose;
- In all emergencies, the security officer will direct and assist emergency response vehicles.

(j) Firearms

- The security officer shall maintain the rule that firearms are not allowed on Transnet / TPT sites
- Only Law Enforcement Officers on official duty at the time of their visit to the TPT sites may be allowed to carry their firearms
- The security officer may not accept any firearms for safe keeping.
-

3. Code of Conduct for Security Officials

- The Security officer / Supervising Inspector shall not act in matters involving conflict of interest without appropriate disclosures and approval.
- He / She shall truthfully give details of the service he / she can render
- The Security officer shall at all time display honesty and integrity in the performance of his duties.

- The Security officer / Supervising Inspector shall not act in any matters involving conflict of interest without appropriate disclosures and approval.
- The Security officer / Supervising Inspector shall, as far as possible, in the course of rendering the security service to TPT comply with all applicable laws, endeavor to protect life and property and prevent crime, with the minimum use of force.
- The Security officer / Supervising Inspector shall safeguard information entrusted to him.
- A Security officer / Supervising Inspector shall not disclose any information originating from a person without written authority of that person
- A Security officer / Supervising Inspector shall not maliciously injure the reputation of his colleagues, TPTs or employees.

Annexure "C" - Security Change Request Form

TPT	SECURITY CHANGE REQUEST FORM	Reference Number:
DETAILS OF SERVICE LEVEL AGREEMENT TO BE CHANGED		
DOCUMENT REFERENCE	**TPT TERMINAL NAME**	**SLA VERSION**

JUSTIFICATION FOR CHANGE (must address security risk and associated costs, budget availability):

	NAME	SIGNATURE	DATE	DESIGNATION
REQUESTED BY				**TPT Shift Supervisor**
SUPPORTED BY				**Terminal Security Manager**
APPROVED BY				**Terminal Manager/Delegated Authority**

Annexure D – SLA Performance Balance Scorecard

ATTACHED HERETO

Annexure E – Incident Report

TRANSNET

port terminals

SECURITY OCCURRENCE TECHNICAL FORM

1. **Date of Occurrence** : _____
2. **Time** : _____
3. **Occurrence Book Reference No.** : _____
4. **Occurrence Ref. No.** : _____
5. **Type of Security Occurrence** (See List) : _____
6. **Committed by who**
   - Transnet employee ☐
   - Transnet contractor ☐ Specify _____
   - External ☐ Specify _____
   - Un-identified ☐
7. **Name of Transnet employee** : _____
8. **SAP Number** : _____
9. **Nature of employment** : _____
   a. Permanent
   b. Contract
   c. Trainee
10. **In case of Theft, what kind of theft :**
    a. Cable Theft ☐
    b. Battery Theft ☐
    c. Tarpaulin Theft ☐
    d. Product Theft ☐
    e. Sleeper Theft ☐
    f. Vehicle Theft ☐
    g. Computer Theft ☐
    h. General Theft ☐
    i. Other ☐ Specify _____
11. **Estimated time of Occurrence** : _____
12. **Estimated cost** : _____
13. **Location of Security Occurrence** : _____

14. Was the case reported to the Insurer (Yes / No) : _____

a. If Yes, Name of Insurer : _____

b. Date Reported : _____

c. Reported By Who : _____

d. Claim No. : _____

15. Was the case reported to the SAPS (Yes/No) : _____

a. Name of Police Station : _____

b. Case No. : _____

c. Name of contact person : _____

d. Contact details : _____

16. Any arrest made (Yes/No) : _____

a. If Yes, how many where arrested : _____

17. Was there a forced Entry? : _____

a. If so, how : _____

Form completed by : _____

Designation : _____

Signature : _____

Date : _____

NOTE –
THIS TECHNICAL FORM DOES NOT REPLACE AN INVESTIGATION OR ANY OF THE LEGISLATIVE FORMS. OTHER TEMPLATES TO BE COMPLETED BY TRANSNET SECURITY PERSONNEL AS PRESCRIBED IN TIMS CORE PROCEDURE 13

Annexure F – Risk rating of penalties in terms of Clause 16 of Schedule 1 of the Master Agreement

Penalty Description	Risk rating	Penalty amount	Frequency
Possession of private cell phone by a security officer whilst on duty	High	R100	Per incident
The security officer is on duty without a pocketbook and pen	Low	R50	Per incident
Pocket book of a security officer written up in advance	Low	R50	Per incident
Pocket book not written up hourly	Low	R20	Per incident
The security officer is on duty without an identity card	High	R100	Per incident
The security officer is on duty without any instrument to determine time or such instrument is not in working condition (not cellphone)	Low	R50	Per incident
The security officer is on duty without a torch in working order	High	R100	Per incident
The security officer is on duty without a spotlight in working order, where patrol vehicles are not equipped with a spotlight	High	R200	Per incident
There is no operational base radio on Site where required	High	R100	Per shift
The security officer is without a hand-held radio/ cellphone for communication and/or this is not in working order	High	R100	Per incident
A vehicle is without radio communication, or the radio communication is not in working order	High	R100	Per incident
Possession of private firearm by security officer whilst on duty	High	R1000	Per incident
Vehicle not as specified / un-roadworthy / inoperable / unavailable	High	R1000	Per incident
Self-posting and/or no parade or inspection of a security officer	High	R500	Per incident
Late posting of a security officer	High	R500	Per incident
Late submission or non-submission of Health & Safety documents	High	R100	Per month
No visit from off-Site Supervising Inspector to Site	High	R100	Per incident
Nonattendance of weekly meeting by the Service Provider	High	R500	Per incident
Nonattendance of monthly meetings by managing member, director or designated regional representatives of the Service Provider	High	R500	Per incident
Unavailability of, and non-submission or late submission of any relevant documentation, sheets or failure to complete or keep all relevant documents up to date	High	R200	Per incident
Failure to hand in or late submission of feedback report on the occurrence of an Incident	High	R200	Per incident
Security officer sleeping on duty	High	R750	Per incident
Security officer under the influence of alcohol/drugs	High	R750	Per incident

Security officer absent from duty/no security officer deployed/ security officer left without authorisation	High	R1000	Per incident

Annexure G: Removal of Security Officer from Site

TERMINAL	SECURITY OFFICER REMOVAL FORM	Reference Number:
DETAILS OF OFFICER		
COMPANY NO	**NAME OF OFFICER**	**PSIRA NO**

Short description of circumstances leading to the removal of officer from site:

	NAME	SIGNATURE	DATE	DESIGNATION
Requested By				**TPT Shift Supervisor**
Supported By				**TPT Security Manager**
Acknowledged				**Security Service Provider**

Planning	The contractor shall post the security officers for duty at designated posts indicated by the Client. These nominated posts may vary from time to time according to the operational requirements of the client.	X	X	Commencement of contract	As and when changes	Supply of the correct graded guards at designated deployment area	All deployment areas covered	wrtten/posting sheet	Site manager/designated rep	5
	Risk Assessments regularly conducted to assist TPT in identification of emerging risks	X	X	Quaterly	As and when it occurs	Risk Assessment reports	Action plans developed to mitigate the risk	Written report	Security Manager	5
	The contractor shall post security officers who have underwent the necessary security induction and formal training (incl. breathelyser operator training)	X	X	Commencement of contract and as required in Master Agreement	Bi-annual	Security officer's file and roster	Attendance list	Roster	Security Manager	5
Operations	Arrival time of security officers and supervisor at the beginning of shift -	X		Start of shift 05:45 / 17:45 respectively	For each shift	Timeous start of shift	100% adherence to shift patterns	Posting sheets/ Shift Roster	TPT security supervisor	5
	Conformance to individual site specific job descriptions/work instructions	X		Duration of the shift	Daily	100% adherence site instructions	No non conformances to site specific job descriptions	weekly meeting	Site manager	5
	Adequacy of response to incidents & emergencies. Participation in drills and exercises	X		As and when it occurs	As and when it occurs	Response to incidents, emergencies and planned drills and exercises	Within an agreed time	radio	control room/supervisor	5
	Effectivenes of communication mechanisms	X		Daily	Daily	Radios in a working order with a dedicated frequency for each terminal (if required)	Hourly radio test to be conducted	radio /recorded on OB	Service Provider's Control room	5
	In-service training conducted to ensure compliance to site instructions/safe work procedure	X	X	As and when it occurs	Weekly	100% adherence site instructions	Shift reports	weekly meeting	TPT security supervisor	5
	No Post Disertion	X		Daily	For each shift	Continuous controls for the proctection of clients employees/visitors/assets/cargo from exploitation/criminal intent	Post manned for full duration of shift Site visits by supervisor twice per shift for each deployment area	OB ENTRYand deficiency form	Security Manager	5
Safety and Security Requirements	The contractor shall provide the personal protective uniform and equipment to enable the security officers to perform their duties in terms of this agreement. Officer presentation (parading) and Quality of guard identifications equipment and requirements	X		Commencement of shift	Daily	All guards in full uniform/ PPE	Posting/Inspection sheets Daily shift parade	Written / by hand	TPT security supervisor	5
	The contractor shall ensure that all security officers deployed on site is sober and fit for duty - TPT will verify such by means of breathalyser and/or drug testing	X	X	Commencement of shift	Daily	All security officers fit for duty	Blow red reports	Written report	TPT security supervisor	5
	Reporting of all Incidents, events or accidents	X	X	Immediately	As and when occurred	All incidents, events or accidents to be reported timeously	Recorded in occurrence book and detailed report submitted (to include time of incident and time of report)	Radio/ Occurrence book & report	TPT Control Room and Security supervisor	5
	Completion of guard file (medicals, criminal, etc)	X		Always	Always	completed file with relevant valid certificates	completed file with relevant valid certificates	Files	Security Manager	5
	Planned job observations done to ensure that security function is performed in a safe manner	X	X	Always	Always	No fatalities, disabling injuries or safety incidents	DIFR Rate for security personnel PJO forms completed	Weekly meeting/ written report (WCL2)	Security Manager	5
	All security personnel and representatives must be safety inducted, with relevant certificates	X		Daily	Always	100% induction	Induction certificate	Written / by hand	Security Manager	5
ing and payments	Receive and check documentation and arrange for electronic payment	X	X	Before the 6th of the month	Monthly	Service Provider paid 60 days from invoice	Timeous receiving of statements from service providers and timeous payments to service providers	original invoice delivered by hand	Security Manager	5
Penalties	Payment of penalties	X		As and when it occurs	As and when	Penalties settled by service provider in the month following the month in which the penalties were raised	Reconciliation	Written credit note	Security Manager	5
Claims	Finalization of liability claims submitted within 30 days		X	As and when it occurs	As and when	Claims payment	Claims register	claim notification	Service Provider	5
- conformances	Number of non-conformances issued	X	X	As and when it occurs	As and when incident occurs	Non conformances identified and lodged with the relevant person. Closing of non conformances within 7 days	Corrective actions taken to avoid recurrence	Non conformance report / Deficiency form	Security Manager	5
Continuous mprovement	New innovative ideas and recommendations to improve the controls, safety of all clients assets	X	X	Quaterly	Weekly	Regular exchange of new controls	Regular exchange of ideas	Monthly meeting	Both Parties	5
Legends:	1 = Unacceptable; 2 = Below Standard; 3 = Acceptable; 4 = Excellent									100

um theshold to be achieved is 90%

scoring is below this target, Transnet has the right to issue a first written warning regarding unsatisfactory mance to the supplier

Reviewed and accepted by Service Provider:

_____

Name:
Designation:
Date:

Reviewed and accepted by Transnet:

_____

Name:
Designation:
Date:

Possible to of 40

0%

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;

1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;

1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;

1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;

1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;

1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;

1.7 **RFP** shall mean Request for Proposal;

1.8 **RFQ** shall mean Request for Quotation;

1.9 **RFX** shall mean RFP or RFQ, as the case may be;

1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;

1.11 **Supplier** shall mean the successful Respondent;

1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and

1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.

3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.

4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.

4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.

6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential Supplier or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or

12.2 accept an order in terms of the Bid;

12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or

12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.

16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.

23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.

23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.

23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.

24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 244 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-

working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.

b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

b) However, in addition to the aforegoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.

b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.

c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi.*

32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Service Provider (hereinafter referred to as the "Bidder")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders.

In order to achieve these goals, Transnet and the Bidder hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

1.1 Transnet and the Bidder agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Bidders to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders the same information and will not provide to any Bidders confidential / additional information through which the Bidders could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders participating in the bidding process in a fair manner.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder commits to the following:

a) The Bidder will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Bidder will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Bidder of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder or detriment of Transnet or other competitors.

3.8 Transnet may require the Bidder to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) has been requested to submit a Bid in response to this Bid invitation;

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Goods or Services will be rendered [market allocation];

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Bid;

e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or

f) bidding with the intention of not winning the Bid.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.

4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder into question, Transnet may reject the Bidder's 's application from the registration or bidding process and remove the Bidder from its database, if already registered.

5.2 If the Bidder has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Bidder can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case

may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

7.1 The Bidder hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's 's database or any bidding process.

7.2 If it is found to be that the Bidder made an incorrect statement on this subject, the Bidder can be rejected from the registration process or removed from the Bidder database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Bidder from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidders s may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder ;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Bidder;

f) Exclude the Bidder from entering into any bid with Transnet and other organs of state in future for a specified period; and

g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and

b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or

b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder :

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder .

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders. When a dispute arises between Transnet and its Bidder, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;

b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Bidder be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders s to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [**Transnet**] [Registration No. 1990/000900/30]
whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

.....

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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iCLM HQ 1041/TPT
PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

APPENDIX 1	**Director (s) certified ID copies**	**Eligibility Criteria**

Note to Bidder: Confirm the following mandatory criteria.

DIRECTOR (S) CERTIFIED ID COPIES		
Bidder must submit certified copies of Directors' identity documents (South African Citizens only) not older than six (6) months from date of certification by the Commissioner of Oaths.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 2	**SERVICE PROVIDER'S PSIRA CERTIFICATION**	**Eligibility Criteria**

Note to Bidder: Confirm the following mandatory criteria.

SERVICE PROVIDER'S PSIRA CERTIFICATION		
Bidder must submit a valid PSIRA certificate and accreditation as a Security Service provider in terms of Section 20 of the Private Security Industry Regulatory Act and be in Good Standing.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

iCLM HQ 1041/TPT
PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

APPENDIX 3	PSIRA CREDENTIALS FOR ALL MEMBERS	Eligibility Criteria

Note to Bidder: Confirm the following mandatory criteria.

Grade A or B - PSIRA credentials for each Member, Director, Partner, Trustee of the Company		
Bidder must submit evidence that all Members, Directors, Partners, and Trustees of the Company are registered for PSIRA Grade A or B. PSIRA regulatory requirement for business registration.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 4	**Letter of good standing from PSIRA**	**Eligibility Criteria**

Note to Bidder: Confirm the following mandatory criteria.

Letter of good standing from PSIRA		
Bidder must submit a valid Letter of good standing from PSIRA not older than three (3) months	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

iCLM HQ 1041/TPT
PROVISION OF PHYSICAL GUARDING SECURITY SERVICES (REFERRED TO AS "SECURITY SERVICES") FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA FOR A PERIOD OF TWO (2) YEARS.

APPENDIX 5	Letter of good standing from COIDA	Eligibility Criteria

Note to Bidder: Confirm the following mandatory criteria.

Valid Letter of good standing from COIDA, clearly registered for Security services.		
Bidder must submit a valid Letter of good standing from COIDA, clearly registered for Security services.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

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Tenderer: _____

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APPENDIX 6	Valid UIF compliance certificate	Eligibility Criteria

Note to Bidder: Confirm the following mandatory criteria.

Valid UIF compliance certificate		
Bidder must submit a valid UIF compliance registration certificate and a valid UIF letter of good standing or current proof of contribution.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 7	**SAPS Criminal Clearance certificate**	**Eligibility Criteria**

Note to Bidder: Confirm the following mandatory criteria.

SAPS Criminal Clearance certificate of Company Directors and / or members		
Bidder must submit SAPS criminal clearance certificates of all company Members/ Directors/Partners or Trustee's. It must not be older than twelve (12) months from date of issue.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 8	**ICASA certificate/license**	**Eligibility Criteria**

Note to Bidder: Confirm the following mandatory criteria.

Valid proof of ICASA certificate/license		
Bidder must submit a valid proof of ICASA certificate/license for two-way radios used by the Service Provider in the performance of the Security Service, it must be licensed in terms of the provisions of the Independent Communications	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 9 "	**Compulsory Briefing certificate**	**Eligibility Criteria**

Note to Bidder: Confirm the following mandatory criteria.

SECTION 10: Certificate of attendance of compulsory RFP Briefing		
Bidder must submit a Compulsory Briefing certificate as issued by Transnet sourcing specialist representing the employer, issued after the date of the compulsory briefing session. It must be signed and dated.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 10	**Firearm proof of competency and certification**	**Eligibility Criteria**

Note to Bidder: Firearm license is only applicable to bidders who have indicated that they will be bidding for Kendal Inland Terminal managed by Richardsbay

Firearm proof of competency and certification for the firearm and firearm handler		
Bidder to provide proof of competency and certification for firearm and firearm handler as per firearm control Act 60, 2000.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 11	**Licence in terms of the Performing Animal Protection**	**Eligibility Criteria**

Note to Bidder: Canine (K9) is only applicable to bidders who have indicated that they will be bidding for Kendal Inland Terminal managed by Richardsbay

Valid License in terms of the Performing Animal Protection Act (K9)		
The bidder must submit proof that the bidder has a valid License in terms of the Performing Animal Protection Act, 1935 (Act 24 of 1935)	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.

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Tenderer: _____

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APPENDIX 12	Eligibility Criteria	Eligibility Criteria

Note to Bidder: Canine (K9) services are only applicable to bidders who have indicated that they will be bidding for Kendal Inland Terminal managed by Richards Bay.

Bidder must submit proof of - Company appointed/contracted veterinary surgeon, - feeding program (certified by a Veterinarian); - Copies of PSIRA certificates of dog handlers that will be used for this contract, - including training certificates.	YES	NO

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

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APPENDIX 13	**Experience in providing security services**	**Returnable for scoring**

Experience in providing security services	
Bidder to submit proof of appointment letter in a form of a Letters of award, purchase orders or contracts **and** reference letters showing that the company has at least three years of uninterrupted relevant security experience in providing physical guarding security services with minimum total contract value of R 5 million for all projects combined. The contracts must be at least for security guarding of 24/7 operations with armed response support and or 24/7 security guarding services with 24/7 operational control room or control room support for sites.	

By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable.

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Tenderer: _____

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APPENDIX 14	**Organizational structure and capacity**	**Returnable for scoring**

Organizational structure and capacity	
• Bidder to submit company profile • and management structure of the company/organogram (National and Regional showing organizational structure • Total number of employees nationally and/or selected regional area - Letter of confirmation from PSIRA	

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Signed _____ Date _____

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Tenderer: _____

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APPENDIX 15	PPE requirement in terms of regulation 13 of the PSIRA, 2002	Returnable for scoring

PPE requirement in terms of regulation 13 of the PSIRA, 2002	
Bidder to submit proof of ownership/picture showing company security personnel wearing company branded uniform in possession of the mentioned equipment. Key security equipment's to be deployed on the project:	

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Signed _____ Date _____

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Tenderer: _____

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APPENDIX 14	**Contingency Plan**	**Returnable for scoring**

Contingency Plan	
Bidder to submit a contingency Plan outlining what the service provider will do in crisis situations such as staff shortages, strikes and ad-hoc security arrangements:	

By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

APPENDIX 17	**Site and Operational Logbooks**	**Returnable for scoring**

Site and Operational Logbooks	
Bidder to submit blank copies of: a) Occurrence & Incident Book (OB) b) Pocket Book c) Visitor Register Book	

By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

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APPENDIX 18	**Guarding, Asset Registers & Vehicle Logbook**	**Returnable for scoring**

Guarding, Asset Registers & Vehicle Logbook	
a) Bidder to submit blank copies of Guarding & Asset Registers: ▪ Duty Roster or Shift registers ▪ Equipment Issue Register or Firearms issue b) Vehicle Logbook & Leased Vehicles: ▪ Owned Vehicle Logbook ▪ Leased Vehicle, submit valid lease agreements and copy of vehicle registrations	

By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

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APPENDIX 19	**Health and Safety.**	**Returnable for scoring**

Health and Safety.	
Bidder to submit copies of current annual training plan, training register and letters of appointment for each portfolio (SHEQ representatives, first aiders, fire safety officers and Accounting Officer/SHE legal appointment)	

By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

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APPENDIX 20	Human Resources – People Management and Remuneration.	Returnable for scoring

Human Resources – People Management and Remuneration.	
Bidder to submit: Copies of contracts per level 1. Three (3) Employment contracts 2. Three (3) pay slips that clearly demonstrate key components such as normal working hours, overtime, Sunday work, and other relevant earnings.	

By signing this document, you acknowledge that you have read and understood the contents outlined above in returnable.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

Appendix 21	**Port Terminal Bidding for**	**Essential returnable**

Note to Bidder: Confirm the following essential criteria.

Location of a Port Terminal of interest					
Bidder to indicate the Terminal they are bidding for by ticking (√) on the table's below:					
Richards Bay (Including Kendal in Mpumalanga)		**Port Elizabeth (Including Lohatla in Northern Cape)**		**Head Office**	
Durban Ports		**CapeTown**		**Saldanha**	
East London		**Ngqura Port Terminals**			

Failure to provide essential Returnable Documents will result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

Date & Company Stamp

Appendix 22	**Liability Cover**	**Essential returnable**

Note to Bidder: Confirm the following essential criteria.

Public Liability Insurance cover		
Bidder requested to submit proof of valid Public Liability Cover not less than R30 000 000 within 48 hours after Letter of Award has been issued and bi-monthly submission for the duration of the contract; if a bidder fails to submit a valid Public Liability Cover that's not less than R30 000 000 within 48 hours after Letter of Award they will be disqualified. By signing this essential returnable, the bidder acknowledges TPT's requirement in relation to the required insurance cover and further commits that this requirement will be fulfilled within 2 weeks after the letter of award has been issued.	**YES**	**NO**

Signed _____ Date _____

Name of representative: _____ Designation: _____

Tenderer: _____

Date & Company Stamp